

***United States Court of Appeals  
for the  
District of Columbia Circuit***



**TRANSCRIPT OF  
RECORD**



980

JOINT APPENDIX  
VOL. I - PLEADINGS AND TESTIMONY

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In the  
**UNITED STATES COURT OF APPEALS**  
For the District of Columbia Circuit

No. 20995

LEGAL INTEGRITY PRESERVATION  
SOCIETY, INC.,

*Appellant,*

v.

EUGENE X. MURPHY

and

REX K. NELSON,

*Appellees,*

and

MARY V. BOWES,

*Intervenor.*

No. 21093

United States Court of Appeals

for the District of Columbia Circuit

HENRY G. BARTSCH,

*Appellant,*

**FILED** NOV 30 1967

v.

EUGENE X. MURPHY

and

REX K. NELSON,

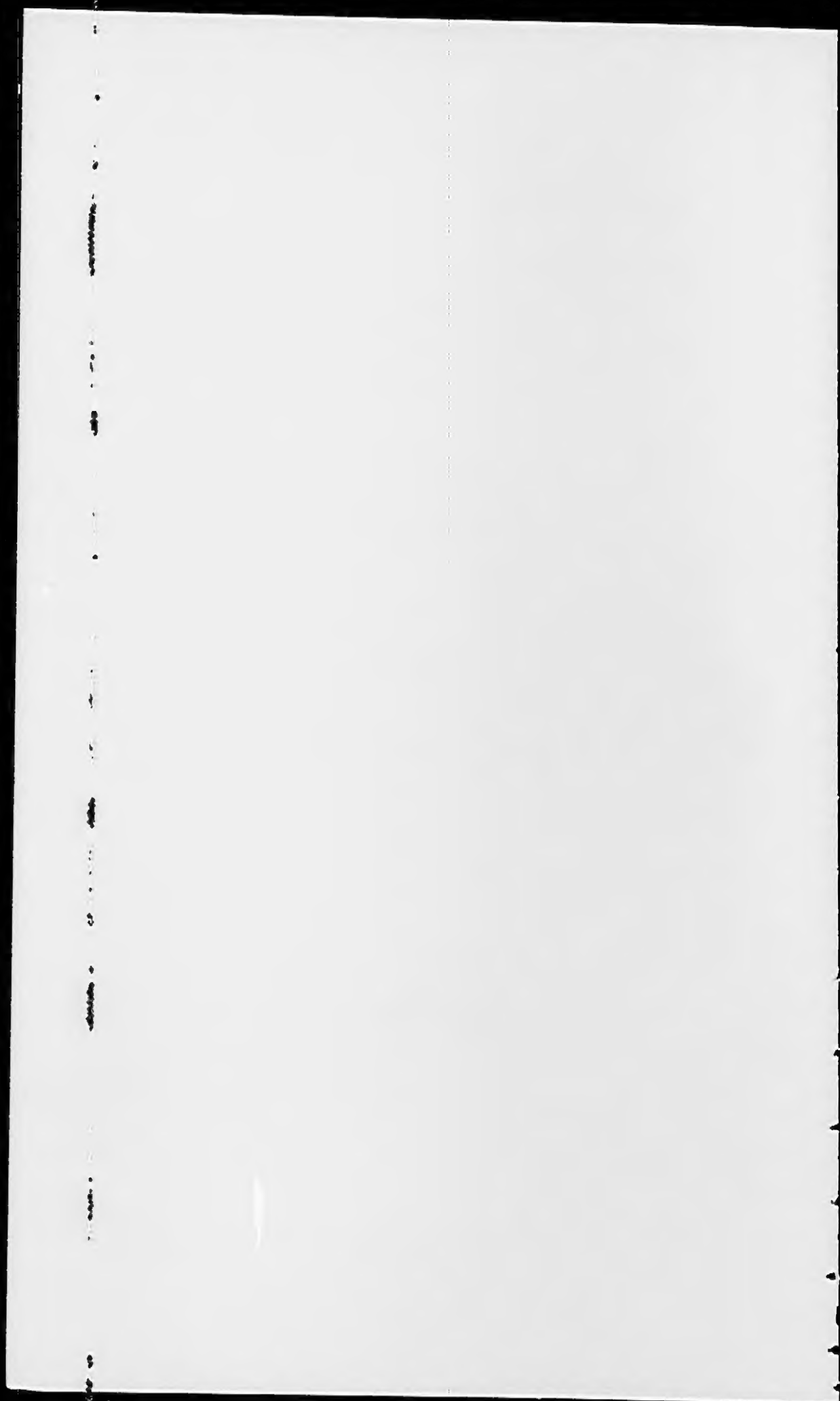
*Appellees,*

and

MARY V. BOWES,

*Intervenor.*

*Nathan J. Paulson*  
CLERK





(i)

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APPENDIX

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

EUGENE X. MURPHY  
REX K. NELSON  
211 C Street, N.W.  
Washington, D.C.

Plaintiffs,

v.

Civil Action  
No. 1251-'66

HENRY G. BARTSCH  
931 G Street, N.W.  
Washington, D.C.

LEGAL INTEGRITY PRES-  
ERVATION SOCIETY, INC.

A Corporation  
931 G Street, N.W.  
Washington, D.C.

SERVE: Wilma A. Miller  
931 G Street, N.W.  
Washington, D.C.  
Agent

and

MARY V. BOWES  
4017 21st Street, N.E.  
Washington, D.C.

Defendants.

DOCKET ENTRIES

May 12, 1966 – Complaint, appearance and Exhibits (3).

May 12, 1966 – Summons, copies (3) and copies (3) of  
Complaint issued, Nos. 1 & 2 ser. 5/18/66.

June 8, 1966 – Answer of Defendant No. 1 to complaint;  
c/m 6/7/66; appearance in p.p. filed.

June 8, 1966 – Answer of Defendant No. 2 to complaint;  
c/m 6/7/66; appearance of Frank W. Vanderhoof. filed.

June 24, 1966 – Deposition of Pltf. No. 2; 6/16/66. filed.

July 15, 1966 – Answer of Deft. No. 3 to complaint; c/m  
7/13/66; Appearance Michael Ritz. filed.

JA 2

July 15, 1966 – Calendared (AC/N) (N)

July 26, 1966 – Motion of Pltffs. for summary judgment; c/m 7/26/66; P&A's; Exhibits A&B; statement; MC 7/26/66. filed.

August 5, 1966 – Opposition of Defts. No. 1 & 2 to Pltfs. motion for summary judgment; c/m 8/5/66. filed.

Sept. 29, 1966 – Appearance of R. Kenneth Mundy as co-counsel for Dft. No. 2. (AC/N). filed.

Oct. 21, 1966 – Certificate of Readiness of Pltffs; c/m 10/21/66. filed.

Oct. 21, 1966 – Motion of Pltfs. to advance for trial; P&A; c/m 10/20/66. (fiat) Keech, C. J.

Oct. 28, 1966 – Notice of Pltfs to take deposition of Deft. No. 1; c/m 10/27/66. filed.

Oct. 28, 1966 – Notice of Pltfs. to take depositions of Wilma A. Miller, Signe G. Bartsch, P. Gordon Cooper and Paul Starkweather; c/m 10/27/66. filed.

Oct. 28, 1966 – Opposition of Deft. No. 2 to motion of Pltfs. to advance; c/m 10/28/66. filed.

Oct. 28, 1966 – Notice of Deft. No. 2 to take deposition of Def. No. 3; c/m 10/28/66. filed.

Oct. 31, 1966 – Motion of Pltfs. to advance for trial, Denied at this time without prejudice to renew when case is in more appropriate status. (fiat) (AC/N) (N) Keech, C. J.

Nov. 1, 1966 – Opposition of Deft. No. 2 to Certificate of Readiness; P&A; c/m 10/31/66; M.C. 11/1/66. filed.

Dec. 6, 1966 – Recommendation overruling defendant corporation, Legal Integrity Preservation Society's opposition to certificate of readiness. (AC/N) (Signed 12/2/66) Micro 12/7/66. Assistant Pretrial Examiner.

Jan. 9, 1967 – Deposition of Mary V. Bowes. filed.

### JA 3

Jan. 10, 1967 – Motion of Pltffs. to advance for trial (Fiat) AC/N (N); M.C. Hart, J.

Jan. 17, 1967 – Deposition of Henry G. Bartsch & Wilma A. Miller. Filed.

Jan. 23, 1967 – Motion of Pltffs. to advance for trial granted. (Signed 1/19/67) AC/N (N) (Fiat) Curran, C. J.

Jan. 27, 1967 – Oral motion of Deft. No. 2 (Legal Integrity Preservation Society, Inc.) for continuance heard and denied. AC/N (Rep.: B. A. Williamson) Curran, C. J.

Jan. 31, 1967 – Pretrial proceedings (1/27/67) Asst. Pretrial Examiner.

Feb. 1, 1967 – Motion of Deft. for order directing Pltffs. to add as necessary parties Wilma Miller, executor of the estate of Jacob S. Wall, Bart J. Walsh, John A. Klingerman, Mobile Homes, Inc.; P&A; c/m 2-1; M.C. 2-1; (Fiat) Hart, J.

Feb. 8, 1967 – Opposition of pltffs. to corporate deft.'s motion to require addition of parties; c/m 2-3; P&A. filed.

Feb. 20, 1967 – List of witnesses for Deft. No. 2; c/m 2-17. filed.

Feb. 21, 1967 – List of witnesses of Pltffs.; c/m 2-10. filed.

Feb. 23, 1967 – Transcript of proceeding of 9/28/66, Vol. I, pp. 1-17. (Rep.: G. Nevitt – Mundy's copy) filed.

Feb. 24, 1967 – Recommendation denying motion of deft. Legal Integrity Preservation Society, Inc. for an order directing pltffs. to add other necessary parties. AC/N. Pretrial Examiner.

Feb. 28, 1967 – Transcript of Proceedings of 9/28/66; Vol. I, pp. 1-17. (Rep.: G. Nevitt) Court's copy. filed.

Feb. 28, 1967 – Motion of Deft. No. 2 to include as third-party deft., the Administrator of the estate of Jacob S. Wall; P&A; c/m 2-28; M.C. 2-28. filed.

Mar. 3, 1967 – Opposition of pltffs. to motion of deft. No. 2 to include a third-party deft.; c/m 3-2. filed.



Mar. 16, 1967 – Oral motion by deft. Legal Integrity Preservation Society, Inc., for continuance heard and granted to April 4, 1967. (AC/N) (Reporter: B. A. Williamson) Curran, C. J.

Mar. 31, 1967 – Recommendation denying motion of deft. Legal Integrity Preservation Society for leave to include third-party deft.; AC/N. Asst. Pretrial Examiner.

April 6, 1967 – Hearing begun and respited to Monday, April 10, 1967 at 1:45 P.M. Corcoran, J.

April 10, 1967 – Hearing continued and respited until April 11, 1967 at 10:00 A.M. (Rep.: D. Spencer) Corcoran, J.

April 11, 1967 – Hearing resumed and concluded. Counsel to submit proposed findings of fact and conclusions of law. Case taken under advisement. (Rep.: D. Spencer) Corcoran, J.

May 5, 1967 – Memorandum opinion containing findings of fact and conclusions of law granting Pltff.'s declaratory and injunctive relief to perfect title to property. (Order to be presented) Corcoran, J.

May 12, 1967 – Order removing cloud on title at cost of defendants. (N) Corcoran, J.

May 16, 1967 – Notice of Appeal by Defendant No. 2 from judgment of 5/12/67; copies mailed to plaintiffs and Michael Ritz and copy handed to defendant No. 1; Deposit by Mundy \$5.00. filed.

May 16, 1967 – Notice of appeal of defendant No. 1; Deposit by Bartsch \$5.00; copies mailed to Murphy & Nelson, Michael Ritz and R. Kenneth Mundy. filed.

May 17, 1967 – Cost bond on appeal of deft. No. 1 in amount of \$250.00 with Travelers Indemnity Co. approved. (fiat) Corcoran, J.

May 17, 1967 – Designation of record by deft. No. 1. filed.

May 17, 1967 – Motion of Pltfs. for order directing filing of Supersedeas bond by Defts. 1 & 2; P&G; c/m 5/17/67; M.C. filed.

JA 5

May 17, 1967 – Bill of costs as verified by Pltff. No. 2. filed.

May 17, 1967 – Preliminary Record on Appeal delivered to USCA; Deposit by Henry G. Bartsch \$1.55.

May 17, 1967 – Receipt from USCA for Preliminary Record. filed.

May 19, 1967 – Costs taxed in favor of the plaintiffs in the sum of \$108.90 (N).

May 25, 1967 – Opposition of Deft. No. 1 to Pltf's motion for order for superseder bond in amount of \$50,000.00; c/m 5-25; P&A. filed.

May 25, 1967 – Opposition of Deft. No. 2 to motion for superseders bond; c/m 5-25. filed.

May 26, 1967 – Order denying motion of pltfs. to set a superseders bond. (N) Corcoran, J.

June 12, 1967 – Cost bond on appeal of defendant No. 2 in amount of \$250.00 with The Travelers Indemnity Co. approved (signed 6-9-67) Corcoran, J.

June 23, 1967 – Motion of Defendant No. 2 for extension of time to file record & Transcript on appeal; P&A; c/m 6-22-67. filed.

June 23, 1967 – Motion of plaintiffs for order directing defendant No. 2 to post supersedeas bond; c/m 6/23/67; P&A. filed.

June 23, 1967 – Order extending time for filing record and transcript on appeal to and including –

June 26, 1967 – Motion of defendant No. 1 for extension of time to file record & transcript on appeal; c/m 6/20/67; M.C. filed.

June 29, 1967 – Motion of defendant No. 2 to dismiss plaintiff's motion for deft. No. 2 to post supersedeas bond; c/m 6/28/67; M.C. filed.

June 30, 1967 – Memorandum of plaintiff re opposition of defendant No. 2 to set bond; c/m 6/29/67. filed.

July 10, 1967 – Counter-memorandum of defendant 2 to plaintiff's motion to set bond; c/m 7/6/67. filed.

July 19, 1967 – Order granting motion to extend time to docket record & transcript on appeal until 8/14/67; (N) Waddy, J.

July 27, 1967 – Motion of defendant No. 2 to extend time to file record on appeal until 9/1/67; P&A; c/m 7/27/67; M.C. filed.

Aug. 1, 1967 – Transcript of proceedings 4/6/67, Vol. I, pp. 1 thru 100. (Reported by Eva Marie Sanche. Court's copy) filed.

Aug. 1, 1967 – Transcripts (2 Vols.) of proceedings; 6/21/67, Vol. II, pp. 101-232; 6/21/67, Vol. III, pp. 233-416. (reported by Doyne W. Spencer. Court's copy) filed.

Aug. 2, 1967 – Motion of plaintiffs for order directing defendant, Legal Integrity Preservation Society, Inc., to post supersedeas bond denied. (fiat) (N) (Signed Aug. 1, 1967) Corcoran, J.

Aug. 1, 1967 – Order extending time for filing the record and transcript to and including Aug. 14, 1967, for all appellants. (N) Waddy, J.

Aug. 11, 1967 – Record on Appeal delivered to USCA; Deposit by R. Kenneth Mundy \$1.85.

Aug. 11, 1967 – Receipt from USCA for original papers. filed.

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[Filed May 12, 1966]

### COMPLAINT

(Declaratory Judgment – To Remove Cloud on Title)  
etc.

Plaintiffs represent as follows:

1. That the complaint herein involves title to realty and is within the jurisdiction of the Court.



2. That on or about March 28, 1947, defendant Henry G. Bartsch purchased premises 126 C Street, N.W., otherwise known as Lot 19 in Square 574, in the District of Columbia, the Deed of transfer being recorded with the Recorder of Deeds at Liber 8454 Folio 598.

3. That on or about August 22, 1949, defendant Mary V. Bowes purchased said premises from defendant Henry G. Bartsch, and in evidence thereof defendant Henry G. Bartsch executed a deed conveying the premises to Mary V. Bowes as more fully appears of record in Civil Action No. 1639-63, this Court, a copy of which is attached hereto as Exhibit "A". The aforesaid deed of conveyance apparently was not recorded with the Recorder of Deeds, and is presently believed to be in the possession of defendant Bartsch to whom it was entrusted by defendant Bowes and although demand has been made therefor defendant Bartsch has failed and refused without any good reason to return said deed to defendant Bowes. A copy of said deed is attached hereto as Exhibit "B".

4. That on or about May 13, 1966 plaintiffs entered into a contract for purchase of the aforesaid premises from defendant Mary V. Bowes, a copy of which is attached hereto as Exhibit "C".

5. That although defendant Bartsch has no right, title or interest in and to said premises he created a cloud on the title on or about April 29, 1966 by executing a Quit Claim Deed to said premises, without consideration, to defendant Legal Integrity Preservation Society Inc., a corporation organized in the District of Columbia on or about January 30, 1951, and thereafter recording said Quit Claim Deed with the Recorder of Deeds at Liber 12602 Folio 446.

6. That plaintiffs are informed and believe that defendants Bartsch and/or Legal Integrity Preservation Society Inc., will create further cloud on title to the said premises by the execution of other and further instruments purporting to transfer an interest in said property unless order be

entered herein enjoining and restraining said defendants from the execution of further instruments affecting title to said property until final adjudication of the issues herein.

7. That a determination of the legal ownership of said premises and removal of cloud thereon is required to enable a transfer of good and sufficient title from defendant Bowes to the plaintiffs.

WHEREFORE, the premises considered, plaintiffs pray:

1. That Order be entered herein enjoining and restraining defendants Henry G. Bartsch and Legal Integrity Preservation Society Inc., personally or in proper person and/or by anyone acting for and in their behalf from execution of any instrument or document of any nature whatsoever as may purport to transfer or create or alienate any interest in and to premises 126 C Street N.W.

2. That upon hearing hereof Order be entered herein declaring defendant Mary V. Bowes to be the sole and lawful owner of premises 126 C Street N.W., Washington, D.C.

3. That Order be entered herein directing defendants Henry G. Bartsch and Legal Integrity Preservation Society Inc., to execute such instruments and documents as may be required to remove cloud on title to said premises and to lawfully and legally vest title in and to said premises in defendant Mary V. Bowes.

4. That Order be entered herein declaring null and void such documents and instruments as may have been executed by defendants Henry G. Bartsch and/or Legal Integrity Preservation Society Inc.

5. And for such other and further relief as may appear just and proper.

/s/ Eugene X. Murphy

/s/ Rex K. Nelson

---

[Filed June 26, 1963]

**COMPLAINT FOR DECLARATORY JUDGMENT AND  
FOR INJUNCTIVE RELIEF PENDENTE LITE**

This is an action for Declaratory Judgment pursuant to Title 28, Section 2201, of the United States Code. Its purpose is to determine and adjudicate a question of actual controversy between the parties, and to obtain injunctive relief, if necessary. Jurisdiction of this Court is by virtue of Title 11, Section 305, 306, of the District of Columbia Code (1961).

The Complaint of the Plaintiff, Henry G. Bartsch, respectfully shows:

(1) The Plaintiff is a citizen of the United States now and prior to 1951 a long resident of the District of Columbia. Continuously for ten years between 1950 and 1961, Plaintiff was absent from the District of Columbia.

(2) The Defendant, Mary V. Bowes, is a femme sole, widow and resident of the District of Columbia since prior to 1949. The Defendant, Mary V. Bowes, is unrelated to the Plaintiff and now and ever heretofore, totally unassociated with the Plaintiff either business-wise or by any understanding or agreement whatever.

(3) The Defendant, Elsa N. Bartsch is the former wife of the Plaintiff. In Civil Action 2689-48 of this Court, she obtained a decree of divorce a mensa et thoro in October 1948, which decree was later by the Court enlarged at her petition to a degree of absolute divorce.

(4) The Plaintiff, on or about August 22, 1949, sold the Defendant, Mary V. Bowes, premises 126 C Street, N.W., same being a two-story brick house on a lot approximately 20 by 50 identified for D.C. tax purposes as Lot ; in Square 890 of the Surveyor's Record of the District of Columbia. The Defendant, Mary V. Bowes, assumed the First Trust indebtedness and tax arrears on the premises, amounting to approximately \$13,500.00, and forgave the

Plaintiff more than \$500.00 in monies previously loaned Plaintiff to make payment on said Trust and to make alimony payments to the Defendant, Elsa N. Bartsch. At the time of foreclosure, the \$102.00 monthly payments on the First Trust were over six months past due and the note holder was threatening foreclosure.

(5) It is Plaintiff's recollection (and therefore averred) that a contract of sale was entered into at that time and deposited with the Columbia Title Company of Washington, D.C., together with instructions to run down the title and conduct settlement. Further, it is Plaintiff's recollection (and therefore averred) that the Title Company thereafter reported to the Defendant, Mary V. Bowes that settlement could not be made because the Plaintiff's wife had a suit pending against plaintiff charging him with fraud in a previous sale of real estate and because she was implying similar objection to the proposed transaction and would not sign notwithstanding the then-imminence of foreclosure. At the time, the Plaintiff wife's interest, if any, was inchoate and for dower only.

(6) Thereafter, the Plaintiff personally prepared, executed and delivered a conventional deed of conveyance of his entire right, title and interest in the premises to Mary V. Bowes to whom he had in good faith contracted such sale and to whom he could neither refund the money paid him by her nor the money she had paid the First Trust Note holder to forestall foreclosure. Plaintiff searched the land records of the District of Columbia but does not find this deed of conveyance to have been recorded therein. Plaintiff is advised that the Columbia Title Company was asked but refused to place this deed on record, for reasons to Plaintiff totally unknown and uncomprehended. Plaintiff has recently been advised, in response to inquiry, that said deed is reposing "in the office safe of the attorney of Mary V. Bowes", the Defendant herein names. Plaintiff certifies to the Court that he has not seen nor possessed said deed since its moment of delivery to the defendant, Mary V.

Bowes, and on advice of counsel was instructed not to place a substitute deed on record except, and unless, a Court so order.

(7) On or about June 12, 1963. the Plaintiff was required by the Corporation Counsel of the District of Columbia acting as the Agent of the Defendants, Tobriner, Clarke and Duncan, the Board of Commissioners, D.C., to appear before the Court of General Sessions and show cause why he should not be fined or imprisoned for failure to clean up and barricade premises 126 C Street which he neither owns nor occupies. Hearing of the case was continued to June 26, to afford the Plaintiff therein (the Defendant there) opportunity to consult with counsel and the actual owner, Mary V. Bowes, and, hopefully, to secure her attention to correction of the condition complained of before June 26, 1963.

(8) Within three days after his Court appearance, and notwithstanding the continuance granted by the Court, Plaintiff was served with another summons to appear for hearing before the Corporation Counsel at 2:00 p.m. June 24, 1963. He then learned that the District of Columbia was charging him again.

(9) Plaintiff is informed that every day of non-compliance with D.C. Housing Standard Regulations constitutes a distinct offense, and that the owner of record is the mandatory defendant even though he disclaim ownership of the offending premises. Because the District of Columbia Court of General Sessions is without jurisdiction to determine title to real estate, Plaintiff has no remedy save resort to proceedings in the United States District Court for the District of Columbia.

(10) Having caused this situation, through pretended claim to some property right in the premises, the Plaintiff's former wife, Elsa N. Bartsch is named as a party-defendant herein. Her present address and whereabouts are to Plaintiff unknown, hence U.S. Marshal's service of this Complaint is sought c/o her local attorney of record. If declined, Plaintiff will move for absentee service by publication.

(11) Plaintiff has no alternative remedy.

WHEREFORE:

Plaintiff asks Declaratory Judgment of this Court finding the Plaintiff, Henry G. Bartsch to have conveyed his entire right, title and interest in premises 126 C Street, N.W., to the Defendant, Mary V. Bowes on or before August 22, 1949 and to have no present ownership whatever therein.

/s/ Henry G. Bartsch, p.p.

[Jurat]

---

[Filed July 16, 1963]

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

HENRY G. BARTSCH

Plaintiff

vs

Civil Action No 1639-63

MARY V. BOWES et al

Defendants

ANSWER OF DEFENDANT MARY V. BOWES  
AND  
COUNTERCLAIM FOR DECLARATORY JUDGMENT

Answer

This defendant admits the allegations contained in paragraph 1, 2, 4, 5, and 6 of the complaint, but is not sufficiently informed so as to enable her to admit or deny the allegations contained in paragraphs 3, 7, 8, 9, 10 and 11.

## COUNTERCLAIM FOR DECLARATORY JUDGMENT

Comes now the defendant, Mary V. Bowes, and by way of counterclaim for declaratory judgment states as follows:

1. That the allegations contained in paragraphs 1, 2, 3, 4, 5 and 6 of the complaint are incorporated herein and this defendant further states that on or about August 22, 1949, she purchased premises 126 C Street N.W. in the District of Columbia identified as Lot 19 Square 574 for good and valuable consideration, and a deed of conveyance from the plaintiff was executed and delivered to this defendant. A photostat of said deed is attached hereto as Exhibit "A".

2. That settlement through title company was not had because of the plaintiff's marital situation and the failure and/or refusal of his spouse to sign a deed of conveyance although her interest at that time, if any, was inchoate and for dower only, and this defendant is informed and believes that the records of this court as contained in Civil Action No 2689-48 demonstrate that right of dower, if any, was terminated upon the granting an absolute divorce to Elsa N. Bartsch.

WHEREFORE, the premises considered, defendant Mary V. Bowes prays entry of judgment declaring her to be the sole and lawful owner of Lot 19 in Square 574 known as premises 126 C Street N.W., in the District of Columbia and for such other and further relief as may be indicated in the circumstances.

/s/ Rex K. Nelson

Attorney for Mary V. Bowes

[Certificate of Service dated July 16, 1963.]

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JA 14

[Filed January 20, 1964]

**NOTATION OF DISMISSAL  
(LOCAL RULE 13)**

**CAUSE**

**COUNTERCLAIM OF** of deft 1 vs pltf

**CROSS-CLAIM OF**

**DISMISSED**, without prejudice, pursuant to Local Rule 13,  
for failure to prosecute, as of January 16, 1964

**HARRY M. HULL, CLERK**

/s/ Helen K. Bendure  
Deputy Clerk

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[Filed June 8, 1966]

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

EUGENE X. MURPHY  
REX K. NELSON  
211 C Street, N.W.  
Washington, D.C.  
Plaintiffs

Civil Action  
No. 1251-66

v.

HENRY G. BARTSCH  
931 G. St. N.W.,  
Washington, D.C. 20001

and

LEGAL INTEGRITY PRE-  
SERVATION SOCIETY, INC.,  
931 G Street, N.W.  
Washington, D.C. 20001

and

MARY V. BOWES,  
4017 21st St. N.E.  
Washington, D.C.

Defendants

**ANSWER OF DEFENDANT, HENRY G. BARTSCH**

Answering, seriatim, each paragraph of the Complaint of Eugene X. Murphy and Rex K. Nelson in the above captioned Civil Action, the defendant, Henry G. Bartsch, on his oath states as follows:

1. Paragraph "1" sets forth only conclusions of law, hence requires no answer.
2. The defendant Henry G. Bartsch admits the allegations of Paragraph "2".

3. Answering paragraph "3" of the Complaint, the defendant Henry G. Bartsch admits that the exhibit referenced "A" in the Complaint is a copy of the Complaint in Civil Action 1639-63 which was, on June 26, 1963, filed by him in the United States District Court for the District of Columbia.

The defendant Henry G. Bartsch admits that on or about May 31, 1950, he delivered to one Mary V. Bowes, a defendant named in the above captioned Civil Action, the instrument a copy of which is therein referenced as Exhibit "B".

The defendant Henry G. Bartsch admits that on a date in 1963 more than thirteen years subsequent to May 31, 1950, possession of the said instrument was, for good reasons and valuable consideration, entrusted to the defendant Henry G. Bartsch and that neither has the defendant Mary V. Bowes made demand upon the defendant Henry G. Bartsch, nor has the defendant Henry G. Bartsch "failed and refused without any good reason" to return said instrument to the defendant Mary V. Bowes.

The defendant Henry G. Bartsch denies each and every allegation of fact, and challenges each and every conclusion of law stated or implied in paragraph "3" of the Complaint which is, in any wise, in conflict with his foregoing statements set forth above relative thereto.

4. The defendant Henry G. Bartsch denies that the plaintiffs Eugene X. Murphy and Rex K. Nelson have entered into a lawful, bonafide and enforceable contract for the purchase of premises 126 C Street N.W.; and denies that exhibit "C" of the Complaint above captioned is a true copy of an agreement allegedly entered into with the defendant Mary V. Bowes.

5. The defendant Henry G. Bartsch admits that on April 28, 1966 he executed and delivered a Quit Claim Deed for Lot 19 in Square 574 of the District of Columbia (identified for mailing purposes as 126 C Street, N.W.) to the Legal Integrity Preservation Society, Inc., a non profit corporation

organized January 30, 1951 under the laws of the District of Columbia; that he has investigated and confirmed that said Quit Claim Deed was duly recorded on April 29, 1966 in Liber 12602, folio 446 of the records of the Recorder of Deeds in the District of Columbia; and that said Quit Claim Deed states and acknowledges actual consideration for the conveyance.

The defendant Henry G. Bartsch, in all other particulars, denies the allegations of paragraph "5" and challenges the conclusions of law therein set out or implied.

6. The defendant Henry G. Bartsch denies every one of the plaintiff's allegations of fact and conjecture set out in paragraph "6" of the Complaint above captioned.

7. Paragraph "7" states a conclusion of law devoid of any allegation of fact requiring answer by the defendant Henry G. Bartsch.

## **SECOND DEFENSE TO COMPLAINT**

The Complaint of Eugene X. Murphy and Rex K. Nelson fails to state a cause of action upon which the Court may grant them, or either of them, the relief they pray.

Henry G. Bartsch, Defendant

[Certificate of Service dated June 8, 1966.]

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[Filed June 8, 1966]

## **ANSWER OF DEFENDANT, LEGAL INTEGRITY PRESERVATION SOCIETY A DISTRICT OF COLUMBIA NON PROFIT ORGANIZATION**

The Legal Integrity Preservation Society by its attorney acknowledges service of the Complaint of Eugene X. Murphy and Rex K. Nelson in the above captioned Civil

Action, and acknowledges service upon it of the Answer of the defendant Henry G. Bartsch therein.

For answer to said Complaint, the Legal Integrity Preservation Society states that it is a non profit corporation, organized under the laws of the District of Columbia and in good standing under said laws; and referring to the Paragraphs of said Complaint, individually and in order:

1. Paragraph "1" sets forth conclusions of law, requiring only the admission that the defendant Society has legal status to sue and be sued, in the District of Columbia.

2. The defendant Society is without specific knowledge of the truth of the allegations stated in paragraph "2"; but notes that the defendant Henry G. Bartsch has admitted his Answer and therefore does not deny said allegations.

3. The Legal Integrity Preservation Society has no knowledge of the truth or falsity of the allegations of the third paragraph of the Complaint, but believing the representations made by the defendant Henry G. Bartsch in answer thereto, adopts same as its answer.

4. The defendant Legal Integrity Preservation Society is without knowledge of the truth or falsity of the plaintiff's allegations contained in paragraph "4" of the Complaint, and therefore denies same, leaving to the plaintiffs the burden of strict proof thereof.

5. The defendant Legal Integrity Preservation Society challenges the conclusion in paragraph "5" of the Complaint that the defendant Bartsch has no right, title and interest in and to Lot 19 in Square 574 of the District of Columbia on April 28, 1966; that the Quit Claim Deed of that date which was delivered to the Society was without consideration; but admits that it is a corporation "organized in the District of Columbia on or about January 30, 1951" and did on April 29, 1966 cause said deed to be recorded at Liber 12602, folio 446 of the records of the Recorder of Deeds of the District of Columbia.

6. Defendant Legal Integrity Preservation Society denies that the plaintiffs "are informed and believe that the de-

fendant Legal Integrity Preservation Society" intends to "cloud the title to the premises by the execution of other and further instruments purporting to transfer an interest in said property" unless enjoined.

7. The defendant Legal Integrity Preservation Society denies paragraph "7" of the Complaint insofar as it concludes that a determination of the legal ownership of the premises and removal of cloud thereon is required to enable the transfer of good and sufficient title to the premises. Further, the rights of the defendant Mary V. Bowes are well known both to her and to the defendant Henry G. Bartsch and require no judicial adjudication to confirm or protect.

#### SECOND DEFENSE

The Complaint of Eugene X. Murphy and Rex K. Nelson fails to state a cause of action upon which the Court may grant them, or either of them, the relief they pray.

WHEREFORE, having fully answered, the defendant, Legal Integrity Preservation Society, by its attorney, prays that the Court render judgment for the defendant, Legal Integrity Preservation Society, with costs.

Frank W. Vanderhoof

Counsel for defendant

[Certificate of Service dated June 7, 1966.]

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[Filed July 15, 1966]

#### ANSWER OF DEFENDANT, MARY V. BOWES

Defendant, Mary V. Bowes, through her counsel, Michael Ritz, Jr., for her Answer to plaintiffs' Complaint filed herein states as follows:

1, 2. Defendant admits the allegations contained in paragraphs one and two of the Complaint.

3. Defendant admits the allegations contained in paragraph three of the Complaint except that if the deed in question is now in the possession of defendant, Henry G. Bartsch, it was given to him by one, Jacob Wall, and not by this defendant.

4, 5. Defendant admits the allegations contained in paragraphs four and five of the Complaint.

6, 7. Defendant admits the allegations contained in paragraphs 6 and 7 of the Complaint.

WHEREFORE, the premises considered, Mary V. Bowes, a nominal defendant only believing that her interests would best be protected by granting the relief prayed for by plaintiffs in their Complaint, prays that plaintiffs' prayers for relief be granted.

/s/ Michael Ritz, Jr.

Attorney for defendant

[Certificate of Service dated July 13, 1966.]

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[Filed January 27, 1967]

### PRETRIAL PROCEEDINGS

Complaint for declaratory judgment as to title to property, to remove cloud on title, and to enjoin execution of any further instrument purporting to transfer title or alienate any interest in realty.

#### UNDISPUTED FACTS:

On or about March 28, 1947, D. Bartsch acquired title to 126 C St., N.W., Washington, D.C., subject to his then-wife's dower interest.

Defendant Bartsch was divorced approximately 15 years ago, and his wife made no claim for dower interest in this property.

Under date of May 31, 1950, D Bartsch executed a deal conveying title to said property to D Mary V. Bowes, femme sole. Said deed has never been recorded with the Recorder of Deeds.

Defendant Bartsch, on or about June 24, 1963, was charged in the Court of General Sessions, as record owner of 126 C St., N.W., with certain Housing Code violations. On July 23, 1963, D Bartsch was convicted on both violations.

On January 8, 1964, both convictions were reversed on appeal, and remanded for a new trial.

On February 20, 1964, upon retrial of said charges, D Bartsch was acquitted on the ground that he was not the owner of the property.

On June 12, 1964, in D.C. 15654-64, Mary V. Bowes was charged in the Court of General Sessions as "being the owner of said building [premises 126 C St., N.W.]" and failing to protect the same by barricading it or otherwise protecting against accidents to persons about the premises. On August 5, 1964, Mary V. Bowes was found guilty on said charge. No appeal was taken.

On or about April 29, 1966, D Bartsch executed a quit-claim deed to D Legal Integrity Preservation Society, Inc. conveying all his right, title and interest to said property to the Society.

Legal Integrity Preservation Society, Inc. is a non-profit corporation, of which D Bartsch is president.

On or about June 28, 1966, Ps Murphy and Nelson filed with the Recorder of Deeds a deed to the premises to them from D Mary V. Bowes.

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PLAINTIFFS assert that on or about April 22, 1966, they contracted with D Bowes for purchase of premises 126 C St., N.W.; that on or about April 29, 1966, D Bartsch

executed the quitclaim deed conveying his interest in said premises to D Legal Integrity Preservation Society, Inc. without right or consideration; that said deed has beclouded the title to 126 C St., N.W.

Ps assert that when they presented their deed from D Bowes for recording by the Recorder of Deeds, they were informed by the Office of Recorder of Deeds that the deed from D Bartsch to D Bowes had never been recorded.

Plaintiffs ask judgment:

- (1) Enjoining Ds Bartsch and Legal Integrity Preservation Society, Inc. or anyone acting in their behalf, from executing any instrument or document of any nature whatsoever purporting to transfer or create or alienate any interest in and to premises 126 C ST., N.W.
- \* (2) Declaring D Bowes to have been the sole and lawful owner of the premises 126 C St., N.W. in the District of Columbia at the time of execution of her contract with plaintiffs.
- \*(3) Directing Dr. Bartsch and Legal Integrity Preservation Society, Inc. to execute such instruments and documents as may be required to remove the cloud on title to said premises and to lawfully and legally vest title in and to said premises in D Mary V. Bowes as of April 22, 1966.
- (4) Declaring null and void such documents and instruments as may have been executed by Ds Henry G. Bartsch and/or legal Integrity Preservation Society, Inc. purporting to convey any interest in the property after May 31, 1950.

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\*Counsel for defendant Legal Integrity Preservation Society, Inc., objected to amendment of the prayers to reflect the present alleged deed from Doves to Ps and to mention of the attempt to record it. THE EXAMINER OVERRULED SAID OBJECTION (reflex facts after complaint).



DEFENDANT MARY V. BOWES consents to the relief prayed by plaintiffs and concurs in the factual allegations of plaintiffs.

As to the allegations of D Bartsch with respect to an option given to one Jacob S. Wall, D Bowes asserts that on or about February 20, 1964, she gave to one Jacob S. Wall, now deceased, an option to purchase the premises for the period of one year, together with her deed from Bartsch; that the option expired February 20, 1965; but the deed was not returned to her by Wall; that about 18 months after the option date, namely under date of September 3, 1965, Mary V. Bowes as seller and John A. Klingerman and Mark Mobile Homes, Inc. as purchasers, entered into a contract for sale of 126 C St., N.W., settlement to be had within 60 days.

Defendant Bowes asserts that the contract was returned to her attorney, after its execution, by the attorney for Jacob S. Wall, who stated that the contract had been executed by Klingerman and Mark Mobile Homes as straw parties for Wall; that said contract was never executed because of the death of Jacob Wall on October 1, 1965.

DEFENDANT BARTSCH denies that Ps are entitled to any of the relief prayed.

Defendant Bartsch contends:

1. That during 1949, defendant Bartsch, who was the owner of the aforesaid premises conveyed said premises to D Bowes, without recording a deed showing said conveyance; that defendant Bowes was unable to make payments on said premises; that in the year 1963, D. Bowes gave the deed she had received from D. Bartsch to Jacob S. Wall with an option to buy said premises from D Bowes; that D Bowes never after that time made payments of any kind on premises 126 C St., N.W.
2. That on or about October 1, 1965, Jacob S. Wall died, leaving in his will the "right, title and interest" he had in said premises to defendant Bartsch.

3. That since 1951, in order to save D Bowes from losing said premises because of nonpayment of obligations, members of the Legal Integrity Preservation Society made payments of the trust notes, and contributed to the real estate taxes and other expenses for the premises of 126 C St., N.W.

4. That on or about April 29, 1966, D Bartsch quit-claimed his interest in said premises to the D Legal Integrity Preservation Society.

5. That in spite of the fact that D Bowes has only a limited interest in the premises, she has deeded to plaintiffs by a special warranty deed the entire right, title and interest in 126 C St., N.W. for a total consideration of \$500; that the conveyance is unfair and disadvantageous to D Bowes and to the Legal Integrity Preservation Society, Inc.; that the contract of April 22, 1966 allegedly secured by Ps from D Bowes was not a bona fide contract.

6. That in light of the facts above stated, the Legal Integrity Preservation Society is entitled to the rights, title and interests of the premises 126 C St., N.W. and to an equitable interest in said premises for the contributions from 1954-1963.

NOTE: At pretrial, defendant Bartsch sought to include an allegation that this proceeding has been brought in violation of the ethical duty of Ps Murphy and Nelson as attorneys at law and members of the Bar of this Court, and that they are entitled to no aid of this Court because these proceedings are tainted with champerty.

Defendant Bartsch also sought to assert that Legal Integrity Preservation Society is entitled to all the rights, title and interest of Ps as trustees ex mal officio in premises 126 C St., N.W., by virtue of their fraudulent conduct.

Plaintiffs objected to said allegations as amendments to the answer of D Bartsch to which they did not consent.

THE EXAMINER SUSTAINED PLAINTIFF'S  
OBJECTION.

DEFENDANT LEGAL INTEGRITY PRESERVATION SOCIETY, INC. denies that Ps are entitled to any of the relief prayed. Said Society contends:

1. That Legal Integrity Preservation Society is a non-profit corporation chartered under the laws of the District of Columbia; that since on or about 1951, the members of the Legal Integrity Preservation Society made payments on trust notes (both principle and interest) and contributions towards real estate taxes and other expenses on the premises 126 C St., N.W., in order to keep the D Bowes from forfeiting and losing said premises for non-payment of said obligations; that sometime during 1949, D Bartsch, who was then the sole owner of the aforesaid premises, conveyed premises 126 C St., N.W. to the D Bowes; that thereafter D Bowes was unable to make payments on obligations on said premises as above noted; that defendant Bowes never recorded a deed or other instrument reflecting conveyance of the premises by Bartsch to D Bowes.

2. That sometime during 1963 or thereabout, D Bowes delivered the deed she had received from D Bartsch to one Jacob S. Wall with an option for Mr. Wall to purchase said premises from D Bowes; from that time to the present, D Bowes has refused, neglected or otherwise omitted to make payments on the trust note on said premises; said payments and other obligations were paid from that time until some time during 1965 by the said Jacob S. Wall.

3. Jacob S. Wall died on October 1, 1965, and in his will he devised \$5,000 of his interest in said premises to D Bartsch; therefore, on or about April 29, 1966, D Bartsch quitclaimed his interest in said premises to D Legal Integrity Preservation Society; D Bowes purportedly has entered a contract for the sale of said premises to the plaintiffs.

4. As a result of the aforesaid developments and events, D Legal Integrity Preservation Society is entitled to whatever rights, title and interest Jacob S. Wall had in said premises in the approximate amount of \$5,000 and also to an equitable interest in said premises to the extent of contributions and considerations paid during the years 1951-1963; that such relief is appropriate to prevent defendant Bowes and plaintiffs Murphy and Nelson from being unjustly enriched and in the interest of equity.

5. That in order for there to be a full adjudication of rights titles and interests in the subject real estate, and a final determination thereof Legal Integrity Preservation Society contends that necessary parties to these proceedings should be included, namely, legal representative of Jacob S. Wall, Wilma Miller (as an individual) holder of the note secured by first trust on the property and/or the surviving trustee under the first deed of trust, Bart J. Walshe, and Klingerman and Mark Mobile Homes, Inc., purchasers under the alleged contract from Bowes.

NOTE: Counsel for D Bowes and Ps (pro se) objected to Paragraph 5 above as an amendment to D Society's answer. The Examiner held this is an amendment but permitted the amendment.

D Society asks judgment against Ps declaring equitable and legal title to the property to be in Legal Integrity Preservation Society, Inc., to the extent of the Society's contributions toward payments on the property and under the conveyance from D Bartsch.

**STIPULATIONS:**

Facts under "UNDISPUTED FACTS".

It is stipulated the following may be admitted without formal proof of authenticity, subject to all other objections:

All documents on record with the Recorder of Deeds

P's No. 2 - photocopy of deed of May 31, 1950 from  
Bartsch to Bowes FILED IN C.A. 1639-63

Any other documents initialled prior to trial.

No stipulation is made with reference to copy of contract dated April 22, 1966, between P's and D Bowes, identified as P's Pretrial Exhibit No. 1.

The Pretrial Examiner has instructed counsel for all of the parties to exhibit to all other counsel within one week any other documents which they may seek to offer in evidence at the trial hereof and to return to her for an addendum to the pretial order with respect to any documents as to which there is no stipulation as to authenticity, subject to all other objections:

Counsel agree to exchange within one week the names and addresses of all witnesses known to them, including expert witnesses but exclusive of impeachment witnesses (filing a copy of said list with the Clerk of the Court), and if they learn of any additional witnesses prior to trial, they will advise the Clerk and opposing counsel the names and addresses promptly and prior to trial.

ASSISTANT PRETRIAL EXAMINER

TRIAL COUNSEL:

Plaintiffs Pro se

D Bartsch Pro se

R. Kenneth Mundy

Counsel for Legal Integrity  
Preservation Society, Inc.

Michael Ritz, Jr.

Counsel for D Bowes

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

Office of  
Pretrial Examiner

January 30, 1967

Eugene X. Murphy, Esq.,  
211 C Street, N.W.,  
Washington, D.C. 20001.

R. Kenneth Mundy, Esq.,  
1000 - 16th Strret, N.W.,  
Washington, D.C. 20036.

Mr. Henry G. Bartsch,  
931 G Street, N.W.,  
Washington, D.C. 20001.

In re: Murphy, et al. v. Bartsch, et al. C.A. 1215-66.

Gentlemen:

In accordance with Mr. Mundy's request I have made the following changes in the portion of the pretrial order in the above case relating to the contentions of Legal Integrity Preservation Society:

Page 5, fourth line from bottom, "1954" changed to "1951".

Page 6, first line of paragraph numbered "2", "1954" changed to "1963".

Page 6, second line of paragraph numbered "3", strike "all right, title and interest that he may have had" and substitute "\$5,000 of his interest".

Please conform your copies of the pretrial order.

Sincerely yours,

/s/ Elizabeth Bunten  
Assistant Pretrial Examiner.

After writing this, the further change was requested and made: Page 6, fifth line from bottom, "1954" should be "1951".

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[Filed May 5, 1967]

### OPINION

The plaintiffs in this case are seeking declaratory relief to remove a cloud on title to improved property located at 126 C Street, N.W., Washington, D.C. (Lot 19 in Square 574).

The plaintiffs claim legal title by reason of a conveyance from Mary V. Bowes, who in turn was the holder of an unrecorded warranty deed which she received from the defendant Henry Bartsch in 1950.

The defendant Legal Integrity Preservation Society (hereinafter called "LIPS") seeks to impress a constructive trust on the property by reason of contributions allegedly made by various persons on behalf of LIPS to service the debt, taxes and other expenses pertaining to the property.

Mary V. Bowes was joined as a nominal party defendant.

### FINDINGS OF FACT

From a welter of confusing and often contradictory evidence the Court culls these findings of fact:

1. Prior to May 1950, Henry G. Bartsch, then married to Elsa N. Bartsch, was the owner of the improved property at 126 C Street, N.W., Washington, D.C. (hereinafter "the property") which is involved in this action.
2. By warranty deed dated May 31, 1950 Bartsch conveyed all his right, title and interest in the property to the defendant Mary V. Bowes, *femme sole*. The consideration

paid by Mary Bowes was some cash, the assumption of the then outstanding mortgage, the undertaking to clear up tax arrearages, and the forgiveness by her of certain debts then owing to her by Bartsch.

3. At the time of the conveyance to Mary Bowes, Bartsch and his wife Elsa were estranged and Elsa accordingly did not join in the conveyance to Mary Bowes. When recording was attempted it was refused because of the outstanding unrelinquished dower rights of Elsa Bartsch. These rights were subsequently extinguished by a final divorce, but the deed was nevertheless never recorded.

4. When Bartsch conveyed to Mary Bowes in 1950, the indebtedness, evidenced by a note secured by deed of trust, ran to the Associated Sulpicians of the United States. Although Mary Bowes claimed that she made, or caused to be made, all payments necessary to service the debt and taxes, there is evidence that Wilma Miller and Signe Bartsch (mother of the defendant Bartsch) may also have contributed to the support of the property at various times in the period between 1951 and 1963. The exact amount of any payments that may have been made by Wilma Miller or Signe Bartsch was not conclusively established, nor was it made clear why they contributed, if they did. It did appear that within such period and during her lifetime Signe Bartsch lived, substantially rent free, in the Bowes' home.

5. During the period 1951-1963 the history of the property is one of continuous trouble. There were repeated threats of foreclosure by the trustees under the deed of the trust; the taxes were generally in arrears, and the property was not maintained properly. It was during this period that Wilma Miller claims to have made payments for the benefit of LIPS since according to her testimony the property was intended by Bartsch and her to become the permanent home of LIPS at some undetermined future date.

6. In June, 1963 Bartsch, as the record owner of the property, was named as a defendant in a criminal prosecution for violations of the D.C. Housing Code at the prop-



erty. Bartsch thereupon filed a sworn complaint in this U.S. District Court (Civil Action No. 1639-63) alleging that Mary V. Bowes was the true owner of the property by reason of the conveyance to her in 1950 (Finding 2, *supra*) and asking for a declaration by the Court to that effect. While the District Court suit was pending Bartsch was convicted July 23, 1963 in the Court of General Sessions for the housing violations. He appealed and on January 8, 1964 his conviction was reversed and the case remanded for retrial. On February 20, 1964 he was retired and his warranty deed of May 31, 1950 conveying the property to Mary V. Bowes was admitted into evidence as proof that he was not the owner. The deed at this time was in the custodial possession of the plaintiff Nelson and was turned over by Nelson to Bartsch for purposes of the trial. Bartsch was acquitted of the housing violations. Subsequently Mary Bowes was charged with the same housing violations at the property and convicted as the owner thereof. This conviction was not appealed.

7. After the Bartsch acquittal and on February 20, 1964 Mary Bowes, at the suggestion of Bartsch, executed in favor of one Jacob Wall, a one-year option to purchase the property for \$20,000. The option was written in longhand by Bartsch. It was also witnessed by Bartsch. The agreement provided that if Wall failed to exercise the option, Mary Bowes would reimburse Wall for "all such sums as he has and does pay on said first trust and on taxes and assessments."<sup>1</sup> At or about the time the option was executed Bartsch also delivered into the custody of Wall the warranty deed of May 1950 running from Bartsch to Mrs. Bowes. This deed was never returned to Mary Bowes.

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<sup>1</sup> It is alleged that Wall made repairs to the property and advanced certain monies, but the only clear evidence as to Wall's contribution to the property is a receipt issued to him for \$359 dated August 20, 1963 from one of the trustees on the original note (Defendant's Exhibit 15(a)).

8. On April 13, 1964 Theodore Popowsky and his wife Mary Anne, acting at the behest of the said Jacob Wall, paid off the balance of the trust note owing to the Sulpicians and succeeded as creditors. The then principal and then interest on the note amounted to \$1,593.89, and the accrued taxes were \$497.06 — total \$2,090.95.

9. Wall died testate in October 1965 without having exercised his option to purchase the property. By his will dated May 5, 1965 (some two months after the expiration of the option) Wall devised to Bartsch "from my interest or the proceeds of my interest in the premises known as 126 C Street, N.W., Washington, D.C. the sum of \$5,000.00."

10. The estate of Jacob Wall has asserted no claim either against the property or against Mary Bowes personally in connection with this "interest."

11. April 12, 1966 the plaintiffs Eugene X. Murphy and Rex K. Nelson entered into a written agreement with Mary Bowes to purchase the property. They deposited \$500 on the purchase price of \$21,500.

12. Nelson informed Bartsch of the contract to purchase the property. Therefore Bartsch hastened to execute a quitclaim deed bearing date of April 28, 1966 conveying all interest possessed by him in the property to LIPS. This deed was recorded April 29, 1966. The interest which Bartsch purported to quitclaim to LIPS was the interest which he had received by way of devise from Wall. (Finding 9, *supra*).

13. June 28, 1966 Mary Bowes executed a warranty deed conveying the property to the plaintiffs Murphy and Nelson.

14. The plaintiffs have been refused recognition as owners of the property by reason of a lack of continuity of title from the last record owner, Henry G. Bartsch, as shown by the records of the Recorder of Deeds for the District of Columbia. They accordingly instituted this suit to have the

quitclaim deed executed by Henry Bartsch set aside, to quiet title, and for injunctive relief against further conveyances affecting any right title and interest in the property by the defendants.

15. September 15, 1966, after commencement of this action, Wilma Miller purchased the outstanding note on the premises from the Popowsky's allegedly paying \$2,500 therefor. Wilma Miller now claims that the purchase of the note was made on behalf of LIPS.

16. The Legal Integrity Preservation Society (LIPS) was incorporated in 1951 pursuant to Title 29, Chapter 6, D.C. Code (1940) as a non-profit charitable organization.

From the time of its incorporation LIPS has not been operative in any discernible manner. There have been no regular business meetings. The corporation maintains no office. The corporation has no bank account. The corporation has no records. Although Bartsch, its president, claims that it has rendered aid to three persons - an unidentified cab driver, Jacob Wall, and Mary Bowes - his allegations are so vague as not to convey any sense of doing business. For all practical purposes the corporation would appear to be nothing more or less than the alter ego of Henry G. Bartsch, used from time to time for his personal undertakings.

Although there are no records to reflect election of officers, according to Bartsch the officers are: Henry Bartsch, President, and Wilma Miller, Secretary and Treasurer.

## DISCUSSION

The defendant Bartsch on behalf of LIPS asserts a constructive trust against the property on two grounds:

(a) First, he asserts that Wall contributed monies to the support of the property thereby securing an interest therein; that Wall conveyed that interest to him; and he in turn quitclaimed it to LIPS.

(b) Secondly, he claims that the direct payments made by his deceased mother, Signe Bartsch, and Wilma Miller to the upkeep of the property were made for the benefit of LIPS and LIPS thereupon became entitled to an equitable interest in the property.

A constructive trust is imposed not because of the intention of the parties but because a person holding title to property would profit by a wrong, or would be unjustly enriched if that person was permitted to retain the property.<sup>2</sup> Generally a constructive trust is impressed in situations where the court finds that a person has title to real or personal property, originally acquired by wrongdoing or in a situation where property is innocently obtained but is held under such circumstances that retention of the title will result in unjust enrichment.<sup>3</sup> In these situations the courts will sometimes impress a trust to remedy the wrong.

It cannot be asserted in the present case that Mary Bowes obtained the property wrongfully. When she purchased it in 1950 and secured her warranty deed from Bartsch, she paid good consideration for it. (Finding No. 2). So, if any trust is to be impressed on the property it must be because the retention of the property or the proceeds therefrom by Mary Bowes would be detrimental to LIPS by reason of the contributions allegedly made toward the support of the property on behalf of LIPS.

We look at the LIPS claims in the order set forth above.

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<sup>2</sup> Restatement of the Law of Trusts, Vol. 2, p. 1249; Restatement of the Law of Restitution, § 160, p. 640.

<sup>3</sup> Bogert, Law of Trusts, p. 208 4th ed.; *Beatty v. Guggenheim Exploration Co.*, 225 N.Y. 380, 122 N.E. 378 (1919); Cardozo, J. "A constructive trust is the formula through which the conscience of equity finds expression."

### A. INTEREST ALLEGEDLY DERIVED FROM WALL

Obviously when Bartsch quitclaimed to LIPS on April 28, 1966 he could only convey whatever title or interest he might have acquired through Wall's will. But on the state of the record there is no apparent interest in the property which Wall could have devised to Bartsch. The only interest Wall ever had in this property was the right to purchase it pursuant to the option contract which had been given to him by Mary Bowes under date of February 20. That option contract specifically provided that were it not exercised within its term, it would fail, and the only interest that Wall would thereupon have would be a right to reimbursement from Mary Bowes personally for any sums that might have been expended by Wall to preserve the property or service the debt. As noted in the Findings of Fact there is some very real question whether any money was advanced by Wall. But assuming *arguendo* that Wall did make advances for the benefit of the property, any claim he might have had was, by the terms of the option agreement, converted to a personal claim against Mary Bowes for reimbursement - it is not a claim against the property. A person claiming a constructive trust must have some equity in the alleged trust property and not merely a money claim against an individual holding title to property.<sup>4</sup>

Under the circumstances we conclude that Wall held no interest in the property which he could devise to Bartsch and that Bartsch accordingly had no interest which he could quitclaim to LIPS.

### B. INTEREST DERIVED FROM MRS. SIGNE BARTSCH AND MRS. WILMA MILLER

The second claim to a constructively impressed trust is based upon the assertion that payments made toward the

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<sup>4</sup> *Carrow v. Weston*, 247 N.C. 735, 102 S.E. 2d 134 (1958); *Skemp v. Olansky*, 249 Iowa 1, 85 N.W.2d 580 (1957).

property by Signe Bartsch and Wilma Miller were for the benefit of LIPS.

The testimony concerning the payments is vague. But assuming some payments were made by Signe Bartsch and Wilma Miller towards the upkeep of the property, there is no evidence credible to this Court that any such payments were made at the behest of LIPS or for the benefit of LIPS, or with the intention of creating any recognizable interest in LIPS. Signe Bartsch is dead, so we will never know what she really did or what her intentions were. And the Court finds it incredible that Wilma Miller, a successful court and hearing reporter, versed in the ways of business, would be contributing for the benefit of a dormant organization such as LIPS with no legal protection of and kind whatsoever. The only reasonable conclusion at which this Court can arrive and which does in large part dovetail with the Bowes testimony, is that whatever payments, if any, were made by Wilma Miller and Signe Bartsch were advances for her personal account for which she may owe them reimbursement.

Due to the strong policy of the law in favor of security of title in land the courts generally are reluctant to disturb ownership by such devices as constructive trusts and require clear and convincing evidence to support such a remedy.<sup>5</sup> In the present case the evidence is neither clear nor convincing. Merely making some contributions toward payment of the deed of trust note is not in and of itself a sufficient basis for impressing a trust.

LIPS relies heavily on the case of *Doing v Riley*<sup>6</sup> to demonstrate a situation where payments made to service a debt served as a basis to raise a constructive trust on property. However, more than mere payments or contributions were involved in the facts of that case. There the Court

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<sup>5</sup>*Elmer Co. v. Kemp*, 67 F.2d 948 (9th Cir. 1933); *Leake v. Garrett*, 667 Ark. 415, 268 S.W. 608 (1925); *Hughes v. Helzer*, 182 Or. 205, 185 P.2d 537 (1947).

<sup>6</sup> 176 F.2d 449 (5th Cir. 1949).

specifically found a joint venture between a husband and wife entered into to acquire property, construct and furnish a hotel, and towards which the parties contributed their separate funds. It was beyond dispute that except for the contributions made to prevent foreclosure, the joint venture could not have succeeded. In the instant case the Court is not convinced of such clear equities.

### CONCLUSIONS OF LAW

The Court concludes as a matter of law:

- (1) That Mary Bowes derived good title by warranty deed from Henry G. Bartsch.
- (2) That notwithstanding the failure to record such title, Mary Bowes legally could convey her interest in the property to Rex Nelson and Eugene Murphy.
- (3) That the defendants Bartsch and LIPS have failed to establish any claim which would cloud the title to the property.
- (4) The plaintiffs are accordingly entitled to the declaratory and injunctive relief requested in order to perfect title to the property.

Counsel for the plaintiffs will submit an appropriate order consistent with these findings and conclusions.

/s/ H. F. Corcoran  
Judge

Dated: May 5, 1967.

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

EUGENE X. MURPHY et al

Plaintiffs

v.

Civil Action No.  
1251-66

HENRY G. BARTSCH et al

Defendants

[Filed May 12, 1967]

**ORDER REMOVING CLOUD ON TITLE TO REAL  
ESTATE AND PERFECTING TITLE IN PLAINTIFFS**

This cause having come on for hearing on the merits of the complaint filed by the plaintiffs, and upon consideration of said complaint and all the competent evidence adduced at the trial, and the Court having made findings of facts and conclusions of law, reference to which is hereby made, it is, by the Court, this \_\_\_\_ day of May 1967,

ORDERED, ADJUDGED and DECREED, that the title to that certain piece or parcel of land, together with improvements thereon, situate in the District of Columbia, known as Lot 19 in Square 574, improved by premises No. 126 C Street, N.W., be and the same is vested in the plaintiffs, Eugene X. Murphy and Rex K. Nelson, by virtue of that certain Deed from Mary Bowes, dated June 28, 1966 and recorded among the Land Records of the District of Columbia in Liber 12632 at folio 113, and that said Deed conveyed a good and indefeasible fee simple title to said real estate to said plaintiffs, Eugene X. Murphy and Rex K. Nelson, expunging the alleged interests of the defendants and all persons claiming any right, title or interest in said real estate by or through the defendants, or any of them, and it is further,



ORDERED, ADJUDGED and DECREED, that the certain quit-claim Deed executed by Henry G. Bartsch, dated April 28, 1966 and recorded among the Land Records of the District of Columbia in Liber 12602 at folio 446, be and the same is hereby expunged from the record and declared null and void.

The plaintiffs are awarded their costs of this suit.

JUDGE

[Certificate of Service dated May 11, 1967.]

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ORDER

Upon consideration of the motion filed June 26, 1967 by Henry G. Bartsch, appellant herein, to extend the time to docket the record on appeal, it is this 19th day of July, 1967

ORDERED that the motion is granted, and the time to docket the record and transcript on appeal is extended until August 14, 1967.

/s/ Joseph Waddy  
Judge

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[Filed August 1, 1967]

ORDER

There is before the Court a Motion by Defendant Legal Integrity Preservation Society for extension of time from

June 26, 1967 to and including September 1, 1967, for filing the record and transcript on appeal of this matter; it is this 1st day of August, 1967.

It appearing to the Court that the time for filing the record will expire herein on June 26, 1967, but the transcript of the trial proceedings herein will not be ready until about July 31, 1967, it is therefore,

ORDERED, that the time for filing the record and transcript be and is hereby extended to and including September 1, 1967, for all appellants.

/s/ Joseph Waddy  
Judge

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[Filed May 16, 1967]

Eugene X. Murphy, et al

Plaintiffs

v.

Civil No. 1251-66

Mary V. Bowes, et al

Defendant

#### NOTICE OF APPEAL

Notice is hereby given this 15th day of May, 1962 that Defendant Legal Integrity Preservation Society hereby appeals to the United States Court of Appeals for the District of Columbia from the judgment of this Court entered on

the 12th day of May, 1962 in favor of Plaintiffs Eugene X. Murphy and Rex K. Nelson against said defendant.

/s/ R.K.M.

Attorney for  
L. Int. Pres-Soc.

Mail copies to

1. E.X. Murphy and Rex K. Nelson Esq. 211 C St., N.W.  
Washington, D.C.
2. Michael Ritz, Esq. 850 Washington Bldg., Wash., D.C.
3. Henry G. Bartel, 931 G Street N.W., Wash., D.C.

H.G.B. Not. of Appeal was dated May 16 & was filed May  
16 \_\_ , same as LIPS'

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[Filed May 16, 1967]

#### NOTICE OF APPEAL

Notice is hereby given this 16th day of May, 1967, that Defendant, Henry G. Bartsch hereby appeals to the United States Court of Appeals for the District of Columbia from the judgment of this Court entered on the 12th day of May, 1967 in favor of plaintiffs Eugene X. Murphy and Rex K. Nelson against said defendant.

/s/ Henry G. Bartsch  
Attorney prose

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

EUGENE MURPHY, ET AL,

Plaintiffs,

v.

Civil Action  
1251-66

HENRY BARTSCH, ET AL,

Defendants.

Washington, D.C.  
September 28, 1966.

The above cause came on for hearing of motion before  
THE HONORABLE ALEXANDER HOLTZOFF, United  
States District Judge.

Appearances:

For the Plaintiffs:

REX NELSON, ESQ.

For the Defendants:

HENRY BARTSCH (Pro Se)  
FRANK VANDERHOOF, ESQ.  
MICHAEL RITZ, ESQ.  
R. KENNETH MUNDY, ESQ.

\* \* \*

[2]

PROCEEDINGS

THE DEPUTY CLERK: Murphy and others vs. Bartsch  
and others.

\* \* \*

[4] MR. NELSON: I might say this. The problem arise,  
Your Honor, primarily because Mrs. Bowes did not record  
that deed that was executed and delivered to her by Mr.  
Bartsch.

THE COURT: The deed has never been recorded?

MR. NELSON: It was not recorded, no.

THE COURT: Has it ever been recorded?

MR. NELSON: It has never been recorded.

At this time it is in a lock box in the estate of a man by the name of Jake Wall out in Hillcrest Heights.

\* \* \*

[6] At that time, Your Honor, I represented Mary V. Bowes and I filed an answer in that particular case, a copy of which is attached to the complaint, admitting all the allegations and asking the same relief from the court that Mr. Bartsch sought. He named therein his wife, former wife. She obtained a divorce because he wanted to do that to try to [7] clear out any possibility of any interest she might have. Of course service was not effected.

When Mr. Bartsch went to trial in General Sessions Court he tried to offer into evidence — he was acting as his own attorney—the copy of the pleading in this court as evidence of the fact that he did not own this property. The court denied him admission of this evidence and found him guilty of the charge.

Right after that Mr. Bartsch was in touch with me. I thought the court had made an error. Mrs. Bowes brought the deed to me and I attended a meeting in Judge Scalley's court and I gave the deed to his clerk to show the judge so they might know the true situation. The court, however, stayed with its conviction.

Mr. Bartsch took an appeal to the District of Columbia Court of Appeals and they reversed. A copy of the reversal, slip opinion, is attached to the pleadings. They reversed primarily on the ground that the court had erred in denying Mr. Bartsch the right to offer into evidence the pleadings in this court which he had filed, as evidence of the fact that he did not own this property, and the Court of Appeals made note of the fact that he had stated at the trial, which is under oath in his testimony, that Mary V. Bowes owned [8] the property and that he had conveyed his entire right, title and interest thereto.

He then was sent back to retrial on the same charge and was found to be not guilty by the court, and at that trial, if the court will notice a copy of the deed, a photostat of which is attached to these pleadings, the original deed was entered into evidence in support of the defendant's position, Mr. Bartsch, that he was not the owner, and the court found him not guilty and that was the end of the proceedings as to Mr. Bartsch.

Thereupon, Mrs. Bowes, Mary V. Bowes was charged as the owner with the violation of these things and she was convicted.

There the matter remained until we entered into our contract with Mrs. Bowes to purchase this property.

THE COURT: Why didn't she record the deed all this time?

MR. NELSON: I asked her that same question many times, Your Honor, and I advised her to do so. She said that her relationship with Mr. Bartsch had been on a faithfully trust basis and she saw no need to do so.

\* \* \*

[9] THE COURT: But since this controversy arose why didn't she record the deed?

MR. NELSON: She said she didn't see any necessity of it because of the good relationship.

THE COURT: I should think that the plaintiffs would want to have the deed recorded before they would take a conveyance.

MR. NELSON: Beg pardon?

THE COURT: I should think the plaintiffs would insist on having the deed recorded before they entered into a contract to buy.

MR. NELSON: That was what we wanted done. However in the meantime, this deed — I had ceased representing Mrs. Bowes and she thereupon was represented by Mr. Ritz, who is here today. The deed went from Mr. Bartsch in some fashion to a Mr. Wall, Jacob Wall, who was contemplating the purchase of this same property and who left a will —

\* \* \*

[10] MR. NELSON: Anyway, when we got around to purchasing the property we found this deed in the decedent Wall's lock box out in Hillcrest Heights, and the people named as executors renounced their rights and refused to go forward because there were no assets in the estate. A creditor came in to petition for appointment as administrator, which will open up the box and open up these things. Mr. Bartsch has filed opposition to that and the deed now rests in the box out in Hillcrest Heights, in a bank.

THE COURT: Where did you say the deed is?

MR. NELSON: This man died —

THE COURT: Who has the deed now?

MR. NELSON: That bank in Hillcrest Heights, in the decedent's lock box.

THE COURT: In somebody's safe deposit box, is that it?

MR. NELSON: Yes, sir.

THE COURT: Whose safe deposit box?

MR. NELSON: Jacob Wall.

THE COURT: His safe deposit box has never been opened?

MR. NELSON: It was opened for inspection purposes to Mr. Ritz, but they will not release papers except to somebody [11] duly appointed as administrator.

THE COURT: Let's keep away from extraneous matters. You say the box was opened. Was the deed found there?

MR. NELSON: Yes, sir.

THE COURT: Where is the deed now?

MR. NELSON: Still in the lock box.

THE COURT: And the box was sealed after it was opened?

MR. NELSON: Yes, sir.

THE COURT: I see. Very well.

\* \* \*

[14] THE COURT: Tell me how you claim the title. That is what I am interested in.

MR. BARTSCH: The fact that in 1963 I had no interest in this property is undenied. It is admitted in my answer.

THE COURT: How did you reacquire it?

MR. BARTSCH: I reacquired an interest by reason of the will of Jacob Wall and by reason of the fact that the deed in question was delivered in hand to me and by me in front of Mrs. Bowes handed to Mr. Wall, who undertook —

THE COURT: Just a moment. You say Mr. Wall devised the property to you by his will?

MR. BARTSCH: That is right.

THE COURT: If that is so that probably is sufficient to justify the denial of the motion for summary judgment.

\* \* \*

[15] THE COURT: Is it a fact that he left a will by which he devised the property to Mr. Bartsch?

MR. NELSON: No, sir. In that will — may I explain to the Court this. Mr. Ritz represents Mrs. Bowes, the defendant named as a nominal party. Mr. Wall was contemplating purchase of this property, as I understand, at the instigation of Mr. Bartsch. Mr. Bartsch wanted \$5,000 from Mr. Wall —

\* \* \*

[16] THE COURT: Read me the particular provision which Mr. Bartsch claims willed the property to him.

MR. NELSON: 12th paragraph: I give, devise and bequeath from my interest or the proceeds of my interest in the premises known as 126 C Street, Northwest, Washington, D.C., [17] the amount of \$5,000 to Henry G. Bartsch.

THE COURT: Well, apparently Mr. Wall asserted title to that property, didn't he?

MR. NELSON: No; he contemplated purchase, but he never bought it.

THE COURT: In other words, he was disposing of property which he had not yet purchased, is that it?

MR. NELSON: That is exactly right.

THE COURT: I am not inclined to dispose of this matter by summary judgment. Here you have an unrecorded deed that is hidden in a lock box that nobody has access to. I think this matter should be tried.

\* \* \*



IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

EUGENE X. MURPHY,  
REX K. NELSON,

Plaintiffs

v.

Civil Action No.  
1251-66

HENRY G. BARTSCH,  
LEGAL INTEGRITY PRES-  
ERVATION SOCIETY INC.,

and

MARY V. BOWES

Defendants

Washington, D.C.  
Thursday, April 6, 1967

The above-entitled matter came on for trial before the  
HONORABLE HOWARD F. CORCORAN, United States  
District Judge, at 2:00 p.m.

APPEARANCES:

On behalf of the Plaintiffs:

EUGENE X. MURPHY, ESQ., and  
REX K. NELSON, ESQ.

On behalf of Defendant Henry G. Bartsch:

Pro se

On behalf of Defendant Legal Integrity Preser-  
vation Society, Inc.:

R. KENNETH MUNDY, ESQ.

On behalf of Defendant Mary V. Bowes:

MICHAEL RITZ, JR., ESQ.

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<u>WITNESSES:</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
EUGENE X. MURPHY	34			
By Mr. Bartsch		41		
MARY V. BOWES				
By Mr. Murphy	44			
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		100h		
By Mr. Bartsch		81		
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EXHIBITS

<u>Plaintiffs':</u>	<u>Identification</u>	<u>Evidence</u>
No. 1	36	36
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No. 3 - Document	40	40
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PROCEEDINGS

\* \* \*

OPENING STATEMENT ON BEHALF OF PLAINTIFFS

[3] MR. MURPHY: If Your Honor please, my name is Eugene X. Murphy and my partner is Rex K. Nelson, and we reside at 211 C Street, Northwest. We are members of this Bar.

\* \* \*

[22] MR. BARTSCH: That is right.

Now, at this time, Your Honor, may I make a motion?

Since Mr. Murphy has seen fit to allude to this prior suit, I wish to call the Court's attention to the fact that Mr. Murphy was Mrs. Bowes' attorney, Mr. Murphy and Mr. Nelson were attorneys for Mrs. Bowes in 1963 in Civil Action 1639-63 in this Court and at that time, they filed in response to my complaint to have Mrs. Bowes declared the owner as of 1949 or 1950, they filed a counterclaim on behalf of Mrs. Bowes to have her adjudicated to be the sole owner of the property. They abandoned that counterclaim in 1963 and they made no effort to reinstate that counterclaim; and it is my opinion that they are not proper parties to ask this Court to [23] enforce an action which they could have adjudicated then and which they abandoned.

For that reason, I would like to make this motion just for the purpose of the record that the defendant Henry Bartsch respectfully moves this Honorable Court for dismissal of Civil Action 1251-66 for lack of standing of the plaintiffs Eugene X. Murphy and Rex K. Nelson to sue as principals entitled to the relief they are asking for themselves under this Court's equity jurisdiction.

For reasons, the party Bartsch refers to the records of this Court in this civil action and in Civil Action 1639-63, which discloses: One, that Eugene X. Murphy and Rex K. Nelson are members of the Bar of this Court; two, that on July 16, 1963, Eugene X. Murphy and Rex K. Nelson entered their formal appearance in Civil Action 1639-63 as

attorneys for the defendant Mary V. Bowes and filed answer and counterclaim in her behalf against the therein plaintiff, Henry G. Bartsch; three, that Eugene X. Murphy and Rex K. Nelson then abandoned the cause of Mary V. Bowes by failure to prosecute the counterclaim in conformity with the rules of this Court and by three years of failure to take any action to revise same on behalf of their client, Mary V. Bowes; four, that Eugene X. Murphy and Rex K. Nelson have never [24] withdrawn their appearance in Civil Action 1639-63 as attorneys for the defendant Mary V. Bowes; and, five, that Eugene X. Murphy and Rex K. Nelson predicate their rights as plaintiffs in Civil Action 1251-66 upon their representation to this Court that they have purchased the interest of their client, Mary V. Bowes, which was the subject matter of the litigation in Civil Action 1639-63 of this Court.

And I say to Your Honor that under these circumstances of which this Court must take judicial notice, the plaintiffs Eugene X. Murphy and Rex K. Nelson are not entitled to ask this Court for any relief.

Now, I wish to explain the reason for this, Your Honor.

THE COURT: What was the nature of that action?

MR. BARTSCH: 1639-63, the counterclaim was filed July 16, 1963.

THE COURT: What was the original complaint?

MR. BARTSCH: The original filing date of it?

THE COURT: Not the date but the substance of the complaint.

MR. BARTSCH: A declaratory judgment to determine the ownership of the property, and it was to be ancillary to the proceedings in the General Sessions Court for the reason [25] that the General Sessions Court was not to have jurisdiction to determine the matter of title; they were only determining the matter of who was to be in possession of that property and who could be held for not cleaning it up.

\* \* \*

But let me say this to Your Honor, that this property will be shown by a qualified appraiser to be currently worth \$77,000.

\* \* \*

[27]

OPENING STATEMENT ON BEHALF OF  
DEFENDANT MARY V. BOWES

MR. RITZ: I am Michael Ritz, Jr., Your Honor. I represent Mary V. Bowes.

Let me say for the record that if Mr. Bartsch wants to buy this property for his appraised value of \$77,000, I have the assurances of the plaintiffs that they will withdraw their suit and we will enter into negotiations with Mr. Bartsch to pay this \$77,000.

I represented Mrs. Bowes since 1965, Your Honor, in attempting to sell this real estate which she had purchased by deed from Mr. Bartsch on May 31, 1950. The deed was dated May 31, 1950, Your Honor, deed from Henry Bartsch to Mary V. Bowes.

On February 20, 1964 — and, really, this is the only person who could have even a question of interest in the title of this property would be the estate of Jacob Wall. On February 20, 1964, and this is the day that Mrs. Bowes was convicted as the owner of 126 C Street for violation of the District Building Code, at that time at the insistence of Mr. Bartsch, she gave Mr. Wall the deed to the property and a one-year option expiring February 1965 for which she was to receive, if Mr. Wall exercised the option, the sum of \$20,000 [28] net to her.

In about July or August of 1965, several months after the option expired and Mrs. Bowes was experiencing difficulty either getting her deed back or getting the contract pursuant to the option, I was retained and on or about the 3rd of September, 1965, a contract for the sale of this property was entered into between Mary Bowes as seller and Mark Mobile Homes, Inc., and John A. Klingerman.

These two parties were represented by Mr. Olender, who was at various times attorney for Jacob Wall and the attorney for the defendant Henry Bartsch. They were represented as straw parties for Jacob Wall.

At that time, I insisted and received a certified treasurer's check in the amount of \$2,000 to cover the down payment or to cover the security deposit for the property. Settlement was to be had in 60 days from September 3rd, 1965.

On October 1, 1965, approximately one month before the time for settlement, Mr. Wall died. At that time, his named executor in the will was Jack Olender who had negotiated this contract on behalf of Mr. Wall.

At that time, Mr. Olender had requested that I not do anything until he would qualify as executor, in which case, he would exercise the option.

[29] Because of facts not involved here, Mr. Olender withdrew or renounced as executor and there was no executor appointed until just about four or five months ago.

In the meantime, an attorney, a member of the Bar of this Court, Kurt Berlin, demanded that we perform this contract or refund the \$2,000 deposit. Mr. Berlin represented John Klingerman who was one of the straw parties who executed the deed. I received that notice on December 7, 1965.

I then advised Mr. Berlin that we were ready, willing and able to go ahead with the contract which his client signed, provided we had assurances from Mr. Olender that they were bona fide purchasers of the property and not merely straw parties for Jacob Wall.

He then demanded \$2,000 and I told him we would not refund the \$2,000; we would go ahead and sell the property to whoever he represented.

Nothing further came of that. No one has ever made demand for performance; no one has ever made demand for refund of the deposit. But I submit, Your Honor, if anybody involved in Jacob Wall's estate or Mobile Homes or

John Klingerman has any claim at all against this property, it is merely a money claim against Mrs. Bowes. There is nothing involving payments of any moneys on behalf of anybody that [30] should affect this title.

Mr. Bartsch has conceded that this property is deeded to Mrs. Bowes. He was acquitted in a criminal charge in which ownership was an issue. Mrs. Bowes was then convicted in a criminal charge in which ownership was the issue. There has never been any doubt or dispute that Mrs. Bowes had ever deeded her interest in this property to anyone except when she entered into this contract with Mr. Nelson and Mr. Murphy, which contract, incidentally, I negotiated.

After we found we could not negotiate to sell the property to the Wall estate, I then spent several months trying to find another buyer and obtained Mr. Murphy and Mr. Nelson and, thereafter, Mrs. Bowes executed a contract for the sale of her interest in the property.

Therefore, the only issue today is in fact did she have title to the property at the time she sold it; not whether or not anybody has any money claims against her.

Thank you, Your Honor.

MR. BARTSCH: If it please the Court, might I add a few words?

THE COURT: Well, I think I have enough of the case now so that we can take testimony.

MR. BARTSCH: There was something else I wished to [31] add.

THE COURT: Go ahead.

MR. BARTSCH: We intend to show by testimony, Your Honor, that this contract, allegedly, of April 22, 1966, was not then at that time accepted by Mrs. Bowes.

I saw those contracts at that time in Mr. Ritz' office and I went to Mr. Ritz in good faith with a deed from the Legal Integrity Preservation Society, which was then recorded, and I went to Mrs. Bowes and Mr. Ritz with all of this information and explained to him the injustice which

would be worked if this contract was entered into, which I had been informed was going to be tendered to Mrs. Bowes but had not yet been tendered to her. And Mr. Ritz said, "Well, do you want to buy the property?" And I said, "I am sure the Society would take it over."

We made efforts to purchase the property and we found that Mr. Ritz had, contrary to the promise to us which was not in writing, sold the property, obtained a deed or obtained a contract or submitted a contract which he said he would withhold, he submitted it to Rex Nelson and Murphy.

There has been very close liaison, as I shall show by testimony and by evidence, between Mr. Ritz acting not only as Mrs. Bowes' attorney but also as a friend of Mr. [32] Murphy and Mr. Nelson, to get this property sold to Murphy and Nelson for a sum which is far less than what the property is worth.

THE COURT: They just made an open offer to you. Do you want to buy it:

MR. BARTSCH: I would like to have the case tried first. Then, we will see how they feel about it. I think we can show enough evidence of fraud in this case and when Mrs. Bowes is advised of it, then we will see how they feel about it.

THE COURT: The only thing we are trying, Mr. Bartsch, and I am not going to get into a lot of collateral issues — I am warning you of that now — I am going to try the title to this property. That is what I am here to try. This is a motion for declaratory judgment. I am not going to get into collateral issues —

MR. BARTSCH: This is an equity action also, Your Honor, not only declaratory judgment.

THE COURT: All right.

Well, let us go ahead with the testimony.

MR. MURPHY: If Your Honor please, may I call attention to the pretrial statement in which it is agreed that Bartsch acquired this 126 C Street in 1947 — I believe [33] they are in the pretrial, undisputed facts.



Number one, Bartsch acquired 128 C Street in March 1947, subject to his wife's dower interest.

Number two, his wife divorced him and made no claim for dower as of August 15, 1951.

Number three, Bartsch deeded 126 C Street to Bowes on May 31, 1950, deed not recorded.

Number four, Bartsch convicted as owner of 126 C Street of housing violation in General Sessions Court on July 23, 1963.

Number five, Bartsch convictions both reversed and remanded for new trial.

Number six, Bartsch retried February 20, 1964, same charges, and acquitted on the grounds he was not the owner of 126 C Street.

Number seven, August 5, 1964, Mary V. Bowes was charged as the owner of 126 C Street with the housing violations and was convicted and no appeal was taken.

Number eight, on April 29, 1966, Bartsch quit claimed 126 C Street to Legal Integrity Preservation Society, conveying all his right, title and interest.

Number nine, Legal Integrity Preservation Society, Inc., is a non-profit corporation and Bartsch is its [34] president.

Number ten, on June 28, 1966, Murphy and Nelson filed with the Recorder of Deeds a deed to the premises 126 C Street to them from Mary V. Bowes.

Excuse me, Your Honor.

(Short pause in proceedings.)

MR. MURPHY: Your Honor, may I be sworn and take the stand?

THE COURT: Certainly.

Whereupon,

EUGENE X. MURPHY

\* \* \*

DIRECT EXAMINATION

THE WITNESS: My name is Eugene X. Murphy. I am a resident of the District of Columbia, member of the Bar of the District of Columbia in good standing, and I would state to the Court that on April 22, 1966, we entered into a valid contract for the purchase of 126 C Street, Northwest, Washington, D.C., with Mary V. Bowes who we understood to be the owner of the said property; that we did make a deposit under the said contract and we agreed to pay \$21,500 all cash for the said property.

[35] I would like to offer into evidence a copy of the contract which has been marked by the pretrial Judge as No. 3 for the defendant.

THE DEPUTY CLERK: That will be Plaintiff's Exhibit No. 1?

THE WITNESS: No. 1. It is marked No. 3, I think by the pretrial court.

THE COURT: There is no objection to this, is there?

MR. MUNDY: We would like to see it first.

(Exhibit was shown to opposing counsel.)

THE COURT: How was this treated by the pretrial court? Was it admitted in evidence?

THE WITNESS: I believe that was one of the stipulations that Mr. Bartsch refused to sign because, I believe, he stated there was no date of approval on it; but it is approved by the defendant Mary V. Bowes.

MR. BARTSCH: Objection, Your Honor. I object to this on the ground that it is not a contract entered into April 22, 1966; that it is not a copy of the contract which is identified as Exhibit "C", I believe it is, in the complaint which, on the certificate of counsel, was certified to be the contract which they had with Mary V. Bowes.

I brand this contract as being spurious insofar as [36] it was not entered into on April 22 but was entered into at a subsequent date. And when I say "subsequent date," I mean subsequent to the 1st of May, 1966.

WE will not accept it and we leave it open to proof.

THE COURT: May I look at it, please.

(Document was shown to the Court.)

THE COURT: I do not understand the nature of the objection. Do you doubt the authenticity of this contract?

MR. BARTSCH: Yes, sir.

THE COURT: Well, I will accept it and you can attack it. It will be marked in evidence.

THE DEPUTY CLERK: Plaintiffs' Exhibit No. 1 in evidence.

\* \* \*

[38] MR. BARTSCH: I note also with respect to it, there is no date of acceptance.

THE COURT: There is a date on the top of the contract.

MR. BARTSCH: That is the date the instrument was drawn.

THE COURT: All right. Let's keep going.

THE DEPUTY CLERK: Plaintiffs' Exhibit No. 2 in evidence.

(Plaintiffs' Exhibit No. 2 for identification was received in evidence.)

THE WITNESS: I would like to testify that as a result of the said contract, Mrs. Bowes did convey to us a [39] deed of the said Lot 19 in Square 574, improved by premises 126 C Street on the 28th day of June in the year 1966; and I would like to offer that in evidence.

THE COURT: Was that received at the pretrial?

THE WITNESS: Yes, Your Honor, I believe it was. I don't recall. I don't believe I had that at the pretrial, Your Honor. There was a stipulation in the pretrial statement saying that any records of the Recorder of Deeds would be admitted into evidence.

THE COURT: I was just looking for that.

THE WITNESS: It is near the end of the pretrial statement, I believe.

MR. MUNDY: Your Honor, we won't interpose an objection if I could just see the document.

(Document was shown to opposing counsel.)

MR. MUNDY: We have no objection.

THE COURT: Very well. There being no objection, it will be received.

Mr. Bartsch, do you have any objection?

MR. BARTSCH: It bears the stamp of the Recorder of Deeds. No objection.

THE COURT: There being no objection, it will be received as Plaintiffs' Exhibit No. 3.

[40] (Document was marked Plaintiffs' Exhibit No. 3 for identification and received in evidence.)

THE COURT: May I look at it when you are finished, please.

(Document was shown to the Court.)

THE COURT: Go ahead.

THE WITNESS: I would like to state for the record that I, Eugene X. Murphy, never personally represented Mrs. Bowes. My law partner, Rex K. Nelson, did represent her at the time —

\* \* \*

THE WITNESS: Mr. Nelson did represent her in a [41] civil action in this Court in which Mr. Bartsch under oath said that she was the owner of the said 126 C Street and Mrs. Bowes under oath testified that she was the sole owner; and I would ask the Court to take judicial notice of its record in that case.

I would say that at the time that we entered into negotiations for the purchase of this property, which was on or about April 22, we had no connection with Mrs. Bowes whatsoever and she had been represented by two different counsel previous to that. I believe Mr. Olender represented her in the Police Court, and I believe Mr. Michael Ritz had been her attorney at that time and that I or my law partner had no connection whatsoever with her or with Mr. Ritz except to enter into this contract.

I have no further statement to make.

THE COURT: Is there any examination?

CROSS-EXAMINATION

BY MR. BARTSCH:

Q. On April the 22nd, 1966, you have testified in this Court that you entered into a contract with Mrs. Bowes for the purchase of 126 C Street. You have also testified that the document which has been admitted into evidence here is the contract which you submitted on April 22 and which Mrs. [42] Bowes entered into at sometime prior to the date of the Quit Claim Deed which was recorded on April the 29th.

I ask you categorically under oath whether this deed, this contract which is in evidence here and a carbon copy purports to be in evidence, was in fact accepted by Mrs. Bowes prior to April 29, 1966? A. Mr. Bartsch, I cannot state categorically the exact time Mrs. Bowes signed that contract; I do know that it was dated April 22. It was typed in my office under my supervision. It was signed by my law partner and myself; and that which is customary in purchasing property, we submitted it to Mr. Ritz for the approval of his client.

When she signed it, I have no knowledge, but it was returned to us signed, purported to be her signature and as a result of that signature, we believed it to be a valid contract. That, I believe, was about April 22nd or 23rd. I recall that we were in the Municipal Court House and Mr. Nelson talked to you and told you that we had entered into a contract to purchase that property and I understand that you immediately then went out and put a Quit Claim Deed on the property.

Q. I ask you whether you made tender to Mrs. Bowes or to Mr. Ritz, or to anyone else acting in behalf of Mrs. Bowes, [43] of any other contract for the purchase of this property? And I am asking you to testify to that under oath. A. Mr. Bartsch, I am under oath. I am a member of this Bar and under no consideration would I attempt in any way to perpetrate a fraud on this Court or any other court by making a derogatory statement which was not the absolute truth to the best of my knowledge.

To the best of my knowledge, I don't recall whether or not we had submitted a previous contract several months before that or not.

Q. The question was: Have you, under the purported date of April 22nd, signed or executed any contract over to Mrs. Bowes except this one which is represented here?

A. Not to my knowledge.

MR. BARTSCH: Thank you, sir.

That is all I want to ask.

\* \* \*

[44]

MARY V. BOWES

\* \* \*

DIRECT EXAMINATION

BY MR. MURPHY:

Q. Mrs. Bowes, I understand you are hard of hearing. A. I can't hear too well.

Q. Can you hear me? A. Yes.

Q. Mrs. Bowes, I show you here Plaintiffs' Exhibit No. 1, purporting to be a contract to sell your house at 126 C Street to Rex K. Nelson and Eugene X. Murphy, dated April 22nd, 1966. I ask you if that is your signature? A. That is.

Q. I show you here a deed, dated the 28th day of June, selling that property to Eugene X. Murphy and Rex K. Nelson — and by "that property" I mean 126 C Street, Northwest, Washington, D.C. — and I ask you if that is your signature? A. It is.

Q. And that was signed before a notary public? A. It was.

MR. MURPHY: I have no further questions.

[45] (Short pause in proceedings.)

BY MR. MURPHY:

Q. Mrs. Bowes, can you still hear me? A. Yes, I can hear you.

Q. I show you here a carbon copy of a deed, dated the 31st day of May, 1950, between Henry Bartsch and Mary V. Bowes. Is that the deed that you received from Mr. Bartsch at that time? A. It was. This is the one — I don't know if this is the one, but it is a copy, I guess.

Q. That is a photostat of it? A. Yes.

Q. But that is a copy? A. Yes.

Q. Now, Mrs. Bowes, since this date of the 31st day of May, 1950, have you given a deed for this property to any other person except Eugene X. Murphy and Rex K. Nelson?

A. That deed or the original deed of the property when I bought it?

Q. When you bought it, after that until you gave us a deed, did you give a deed or sell it to any other person?

A. I never sold it to anybody — but the deed now, that is not the deed.

[46] Q. No. I am saying did you give a new deed to any other person? A. No, not a new deed.

Q. And you didn't sell it to any other person? A. No.

MR. MURPHY: I have no further questions, Your Honor.

CROSS-EXAMINATION

BY MR. MUNDY:

Q. Mrs. Bowes, can you hear me from here? A. I can't hear you.

MR. MUNDY: May I have permission to approach the witness, Your Honor?

THE COURT: Surely.

BY MR. MUNDY:

Q. Mrs. Bowes, I didn't get your full name. What is your full name, please? A. Mary V. Bowes.

Q. And where do you live now, Mrs. Bowes? A. 4404 74th Avenue.

Q. And where is that? A. Hyattsville, Maryland.

Q. Now, you say you received a deed from Henry Bartsch [47] in 1950. A. I received a deed from Bartsch in 1950, I did.

Q. Do you remember what the deed said? A. Exactly like the one I saw.

Q. Exactly like this one right here? A. Exactly like the one I saw. Just like the copy I have.

Now in February — February the 20th, 1964, we went to court —

Q. February the 20th, 1964? A. 1964, we went to court to prove that the property was mine and Mr.

Bartsch was there, and after we went in court, we were coming out —

Q. Well, now, wait, Mrs. Bowes. You remember me, don't you? I came up to your house — A. This is the second time in my life I have seen you.

Q. When was the first time you saw me? A. When I was just recovering from pneumonia at my house.

Q. When was that? A. I can't tell you the date, but when you people [48] asked me questions, I told you I would do the best I could and I told you I could not remember too good.

Q. Do you remember the occasion of that — A. What?

Q. Do you remember who else was present? A. Mr. Bartsch, you and the other gentleman that did that (indicating), the reporter.

Q. Is that all the people that were present? A. No, Mr. Nelson and Mr. Ritz.

Q. And was there anyone else present? A. No, just Mr. Bartsch, you, the reporter and Mr. Nelson and Mr. Ritz.

Q. Now, you remember you gave a statement at that time under oath at the deposition — A. I told you the best that I could, that I could not remember too good.

Q. What makes you remember better now? A. Because I have recovered from pneumonia.

Q. When did you have pneumonia? A. Well, I had pneumonia about January.

Q. Of what year? A. Well, now —

MR. RITZ: Your Honor, I object. I don't see any [49] relevancy as to when she had pneumonia.

THE COURT: Well, I suppose he is doing it on the theory of credibility.

MR. MUNDY: Yes, Your Honor.

BY MR. MUNDY:

Q. I didn't hear your answer. When did you have pneumonia? A. Last year.

Q. When last year? A. I can't tell you — I don't even know when you came to the house.

Q. I will tell you. It was in November of 1966. A. Well, then it was the year before.



Q. You had pneumonia a full year before? A. I was just recovering from pneumonia and you came in November, so — Yes, that's it. No, not the year before — now wait. November, I recovered from pneumonia before you came to the house. I can't tell you no dates, because I can't even tell you when you came to the house. I can't swear to that.

Q. You don't remember when I came to the house? A. Pardon?

Q. You don't remember when I came to your house? [50] A. I remember you came in the house. I remember who was there.

Q. We took your deposition; do you remember? A. Yes, the deposition of things that happened before, that happened years before, and I could not recall.

Q. That is right. Now, you remember I came to your house and asked you some questions. A. I remember that, yes. I remember who was there. And another thing I remember, I remember I gave you a date of the dates that we went in court and they were wrong.

Q. They certainly were wrong.

I want to know how can you remember better today what you didn't — A. I should, shouldn't I? I am still going to a doctor.

Q. No, ma'am. I don't — A. And I stated that I was going to make that deposition but I was making it the best that I could.

Q. Well, now, all the things that you testified to in that deposition, were you testifying to the truth as best you could recollect? A. What is that?

Q. The best you could recollect. [51] A. Well, I said the best that I know.

Q. The best that you knew. A. And I told you that I was nervous and I did not know dates and numbers.

Q. But you didn't tell me about your pneumonia, did you? A. Pneumonia?

Q. Yes. A. When?

Q. When I was out there in November. A. No. Mr.

Ritz told you I was very nervous and I had been sick. I had pneumonia, then I had a relapse and then I had the flu.

Q. Do you remember how much earlier before I came out to take your deposition that you had had pneumonia, Mrs. Bowes? A. I was in bed 21 days with pneumonia.

Q. Yes. But you had pneumonia almost a year before, didn't you? A. No, I didn't.

Q. I thought you said it was the year before? A. It was last year. It must have been last year. If you came last year, it was last year because I was just [52] recuperating from pneumonia.

THE COURT: Well, anyway, let's direct the questions to the subject of the case.

MR. MUNDY: Well, I am. I am going to try to read to her some of her answers in the deposition and —

THE COURT: Well, let's get to the deposition if you want to.

BY MR. MUNDY:

Q. All right. Mrs. Bowes, between the years 1950 and 1963, did you make the payments on the house? A. I did.

Q. Did you make very one of them? A. I did. Now, towards the last, Mr. Bartsch brought Mr. Wall there because I told him I had quit work then. I could not work any longer and Mr. Ritz has receipts where I sold my policies to make my payments.

Q. That's all right.

Now, Mrs. Bowes, you made all of the payments on the note between 1950 and 1963 when you gave the deed to Jacob Wall, is that what you are saying? A. All payments?

Q. Yes, ma'am.

MR. MURPHY: If Your Honor please, may I object at [53] this time? I think this has no pertinent relationship as to whether or not she was the owner of that property, whether she made the payments on it or not.

THE COURT: I don't get the relevancy.

MR. MURPHY: I don't think that is relevant at all. If they have any claim for making these payments —

THE COURT: If she wanted to borrow money from

somebody to pay the mortgage debt or whatever it was, so what? What difference does that make?

MR. MUNDY: Well, Your Honor, they are asking for a declaratory judgment on the title.

THE COURT: We are not trying a contract case.

MR. MUNDY: Well, no, this isn't a contract case; this is a constructive trust on real estate, Your Honor. This is an equitable action. They have brought the action in equity. We are entitled to show equitable interest in the property as well as legal interest at this point. A constructive trust arises to prevent her from making a sale of the property and taking all of the proceeds in an unjust enrichment to herself at the detriment of others.

MR. MURPHY: May I say something, Your Honor? I would object to that, too, because I believe the complaint and answer will not raise that question.

[54] THE COURT: I can't see that they do either.

MR. MUNDY: Well, Your Honor, the complaint is in equity for declaratory judgment, for a restraining order and to clear the cloud from title.

THE COURT: That is right.

MR. MUNDY: All right. We have a legal devise of property in a will from Jacob Wall to Henry Bartsch, and a Quit Claim Deed from Henry Bartsch to Legal Integrity Preservation Society. I have a right to establish, Your Honor, by what means Jacob Wall came into any interest in that property that he was conveying. I have a right also, Your Honor, in equity — that's where we are, we are in equity — I have a right to establish any interest that we have in this property which is in the form of a constructive trust.

THE COURT: Go ahead with your testimony. Let's try to get the facts. There is no jury present anyway.

BY MR. MUNDY:

Q. Mrs. Bowes, now, you say that between the years 1950 and 1963, you made all of the payments on the property? A. I did. I had to borrow some from my son.

Q. Now, is he the only one you borrowed money from? A. I never borrowed no money from Bartsch. Bartsch borrowed from me.

[55] Q. What about Wilma Miller, did she make payments for you? A. Wilma Miller never made a payment on that house, so help me God. She might have before I ever had it.

Q. You are swearing that she never made payments — A. Not before, because when Bartsch was in jail, Wilma Miller came after me for \$500 to get him out.

Q. Let me ask you something, Mrs. Bowes: Did Mrs. Signe Bartsch make any payments on the property?

MR. MURPHY: Your Honor, again I am going to have to object to this, whether these people made payments or not, whether Mrs. Bartsch made payments —

THE COURT: Mr. Mundy, I don't get your theory.

MR. MURPHY: I am going to object to it strenuously.

MR. MUNDY: Your Honor, I am relying again on the fact that they have filed this action in equity. They don't have a deed. They don't have an official deed, a recorded deed here, indicating that this property is in Mrs. Bowes.

THE COURT: They have a deed. You are not denying that, are you?

MR. MUNDY: I don't know what the situation is on the deed, Your Honor. I know she gave the deed away with an option to buy and I don't know what Jacob Wall did, whether [56] he exercised that option or not.

THE COURT: You are not talking about Jacob Wall; you are talking about whether she made some payments on the property and where she got the money.

MR. MUNDY: That's right, Your Honor.

THE COURT: What difference does it make where she got the money? The title is still in her.

MR. MUNDY: Subject to the constructive trust of others, Your Honor.

THE COURT: Well, you can establish that other ways; that has nothing to do with the title.

MR. MUNDY: Your Honor, they are asking for a declaratory judgment in equity.

THE COURT: Will you please identify who you are talking about when you say "they." I don't know what you are talking about.

MR. MUNDY: The plaintiffs are asking for a declaratory judgment.

THE COURT: Who is this Wilma? What has she got to do with the case?

MR. MUNDY: Wilma Miller is the present noteholder and she paid approximately \$10,000 on the property between 1950 and 1963.

[57] THE COURT: Well, let's bring her in. Let's not confuse the record.

THE WITNESS: Bartsch went with me to the building and loan association to borrow \$2,000 on my property —

MR. MUNDY: I have no question pending at this moment.

THE WITNESS: And another thing, after the court, Bartsch came after me and he asked me would I give the deed to Mr. Wall to safekeep and he would give it to me any time I wanted it, and I have proofs of peoples that was there.

THE COURT: Well, let's take a five-minute recess and you quiet your client down, Mr. Ritz; and would you try to figure out your line of testimony, Mr. Mundy. We are getting nowhere very fast.

(Whereupon at 3:15 p.m., a recess was taken.)

THE COURT: I have taken the opportunity — I did it deliberately — to look through some of this file to try to understand what you are driving at.

What is your theory of a constructive trust?

MR. MUNDY: Constructive trust is that others have contributed something to the property and to prevent the titled owner from being unjustly enriched.

THE COURT: Is there any written agreement or [58] anything of that kind?

MR. MUNDY: There was an oral request — and we are in equity, Your Honor — there was an oral request by her that they help her with payments.

THE COURT: Help with payments?

MR. MUNDY: Yes, sir.

THE COURT: How does that establish a trust?

MR. MUNDY: I beg your pardon?

THE COURT: If I want to borrow \$10,000 from you to liquidate a debt, do you get a constructive trust?

MR. MUNDY: Yes, Your Honor, because they were paying to this specific piece of property and there is a constructive trust that arises in this specific piece of property.

Your Honor, the complaint that was filed in this case by the plaintiffs goes beyond the question of legal interest. They say that Mr. Bartsch had no right, title or interest in this property and they ask the Court to so declare, no right, title or interest. They ask the Court to so declare that there is no right, title or interest in this property in the Legal Integrity Preservation Society.

Now, title we are not contesting, but there is right and there is interest in this property in Mr. Bartsch [59] and in the defendant Legal Integrity Preservation Society.

THE COURT: What is your chain of proof? Are you doing this through Wall or are you doing it through previous contracts? I don't follow what you are doing.

MR. MUNDY: Your Honor, I tried to explain very elaborately but I, apparently, overlooked a point or two in my opening statement.

Members of the Legal Integrity Preservation Society from 1950 when Mrs. Bowes got the deed from Mr. Bartsch until 1963 when she gave the deed to Mr. Jacob Wall, made more than 50 per cent of the payments on the note, principal, interest, taxes and insurance of that property at the behest and request of Mrs. Mary V. Bowes.

Now, when Mrs. Bowes turns around and tries to sell that property to some bona fide purchasers, our people have a constructive trust in that specific piece of property. We are entitled to have —

THE COURT: You say this was done at her behest?

MR. MUNDY: At her request, yes, Your Honor. And I am prepared to call in tomorrow all of the witnesses who will repudiate what Mrs. Bowes has said about these people not having made a payment.

Your Honor, I would like to state one other thing: [60] in the recess that the Court granted us just now, I just learned that Mrs. Bowes is not well at all and that she has recently had a cerebral hemorrhage. She is not to be excited. And I want to terminate right now and absolve myself of any responsibility for exciting her or for her condition.

I have, however, made the offer to Mr. Ritz to let her read over the deposition that she took in November and, by stipulation, I will let her correct anything she said here that she wants to without putting her back on the stand. Mr. Ritz has refused to do this and told me. "She is on the stand. She is yours for whatever you want to do with her."

I don't want to do that and I don't want to be responsible for doing it.

THE COURT: Well, you are not going to pass the responsibility on to me. That is up to you and Mr. Ritz.

MR. MUNDY: Well, he refuses do to this.

THE COURT: All right. She is on the stand. Go ahead. Continue your examination.

MR. MUNDY: Well, Your Honor, she is not well. Her daughter just told me that she —

THE COURT: Well, don't put me in the middle. It is up to you and Mr. Ritz to figure this one out.

MR. BARTSCH: May it please the Court, I am a party [61] in this case too; and regardless of what has been said here today as to my relationship with Mrs. Bowes, I still love Mrs. Bowes very, very dearly —

THE COURT: Well, that is not an issue —

MR. BARTSCH: I know, but I am here noting an objection and I say this: Mrs. Bowes is Mr. Ritz' witness and it is not fair to condition the cross-examination of Mrs. Bowes upon these risks; and I say that the Court should order Mr. Ritz to have Mrs. Bowes, in the quiet of her own home, with the assistance of counsel, to correct anything in her deposition which she wishes to correct.

THE COURT: Gentlemen, I didn't instigate this lawsuit and I am not going to make a medical judgment as to whether Mrs. Bowes is able or unable to continue.

MR. BARTSCH: May it please the Court, I did not —

THE COURT: You people are conducting this lawsuit; you are responsible for the witness.

MR. BARTSCH: I did not institute this litigation.

THE COURT: All right. Let's go ahead. She is on the stand. Continue with your examination or waive it. I don't care what you do.

BY MR. MUNDY:

Q. Mrs. Bowes, if you feel like you want time to think [62] to answer any questions that I ask you, just tell me. Don't get excited. I am just asking you questions about this issue. Do you understand me? A. And if I can't?

Q. If you can't, I will give you whatever time you need to think about it and if you don't feel well, let me know, Is that all right? A. I guess so.

Q. Now, can you hear me? A. Yes.

Q. Now, Mrs. Bowes, all of these payments that you made from 1950 to 1963 on this property, to whom did you make those payments? A. Walshe.

Q. How do you spell that? A. W-a-l-s-h-e.

Q. And what is his first name? A. Leo Walshe. He's dead and gone.

Q. Is there someone else who is around? A. His brother.

Q. Was it a corporation that you were making the payments to or an individual? A. Well, it's an office there. He probably works in [63] the office. I guess he is someone in the office.

Q. Where is this office? A. On I Street, but I don't know the address.

Q. Did you know the address when you were going there? A. No, I sent mostly checks, and cash when I went there.

Q. You sent mostly checks and cash? A. Not cash. I never sent cash; I sent checks.

Q. Now, wait a minute, Mrs. Bowes. On November the 15th, I took your deposition at your house and I asked you about the way you made payments. Do you remember telling me that you made most of the payments through



cash, in fact almost all of them? A. I told you I sent payments, checks and cash which I just said now.

Q. Do you remember telling me that you made almost all of your payments by cash? A. No, I did not; I said cash and checks. I brought the cash and I sent the checks.

Q. All right. A. And some I mailed in by Western Union, I may say.

Q. You mailed some in? A. Sent them in by Western Union.

[64] Q. Did you ever have a bank account in the Waldorf Maryland Bank? A. No.

Q. What would you say if I told you that many of the payments or some of the payments were drawn on the Waldorf, Maryland Bank? A. I did?

Q. No, the payments on the records of the Walshe Company were drawn on a bank in Waldorf, Maryland. A. Well, if she did, she was a sneak. If she sent it at certain dates, she sneaked behind somebody's back, which the whole thing is found.

Q. Who is "she"? A. Wilma Miller, I guess. He knows.

Q. Did Wilma Miller make any payments? A. No, not to my knowledge. Maybe before I had the property, yes, but not after I got the property.

Q. I am just interested in from 1950 until 1963. A. No, she never did.

Q. Do you know her signature when you see it? A. Do I know what?

Q. Her signature when you see it. A. I do not.

[65] Q. Did you ever send any payments by her? A. By her?

Q. Yes. A. No.

Q. Did you ever send any payments by Signe Bartsch? A. No.

Q. Did you send any payments by Henry Bartsch? A. Yes.

Q. Did you ever have Mr. Starkweather make any payments? A. No. No, that man has never made a payment on that house. If he did, it was before my time.

Q. Did you ever have any payments made by Mr. Gordon Cooper? A. No. Mr. Gordon Cooper died in 1951 and I bought the house in 1950.

Q. How much did you buy the house for? A. Thirteen five.

Q. Thirteen thousand five hundred? A. That is right.

Q. How much was the note on the house when you bought it? A. How much it was?

[66] Q. The monthly note on the house. A. Well, I can't tell you now. It is in the book. I had the books of the payments on the house and the deed and everything, which disappeared at the same time after the court.

Q. Who has the books? A. I had them and —

Q. You say you have or you had? Where are the books now? A. That is for me to find out.

Q. You said just now you had the books. You said on November the 15th that you did not have the books. A. When?

Q. On the deposition, you said that you did not have the books. A. I do not have the books.

Q. Where are the books? A. They are with the deed, no doubt.

Q. Where is the deed? A. Where's the deed? Well, when I came out of the court on February 20, 1964, Mr. Bartsch, Mr. Olender, the attorney, and Mr. Wall — and Mr. Bartsch said to me, "Mayme, let me keep the deed. Mr. Wall will put it in the safe [67] deposit box and any time you want it, I will get it for you." And I said, "Very well."

And I gave it to him and about a month after that, I asked for it. I asked Mr. Bartsch and he put me off, and I asked Mr. Wall. He put me off. And I asked the man. Then I said, "Henry, I will have to get an attorney because you all will not give me my deed."

Q. Well, wait just one second — A. And that is when I got mister what's his name.

Q. Just a moment ago, how did you testify that you made your payments to Walshe on the note, cash or check

or what? A. I told you cash and check, my monthly payments to Walshe, \$102 a month.

Q. Let me read you some of your testimony given on November 15, 1966. A. I told you I couldn't recall it. I didn't know what I was saying to you. I told you that at the very beginning. I said, I will do the best that I know how.

Q. Well, wait a minute. Are you denying everything you said on November the 15th, 1966, under oath? A. What?

Q. Are you now denying the truth of everything that [68] you said on November the 15th, 1966, under oath? A. I said to the best of my ability.

Q. Well, let me read you this question — A. You can read what you want but I did not take the oath that it was going to be the truth and the honest truth. I said the best that I know how because I do know I gave you some wrong dates that I recalled after you left.

THE COURT: Mrs. Bowes, quiet down and try to answer the questions, would you, please.

BY MR. MUNDY:

Q. Do you remember this question that I asked you, Mrs. Bowes:

"Question: Do you have checks, canceled checks for all of these note payments; tax payments and insurance payments?"

Here is your answer:

"I didn't have to have canceled checks. I brought cash money and I also brought my book and they made the payments in it." —

A. I said that?

Q. Yes, ma'am. Right here (indicating). Do you want to read that? A. Well, if I did say it, I didn't know I said it.

[69] Q. It is on page 17 of the deposition. A. Well, if I said it, I didn't know I said it. Now, I'll take an oath on that, because I am telling you the truth and God knows I am.

Q. Yes, Mrs. Bowes, but I want to know when you are

telling the truth. God knew you were telling the truth on the 15th of November. I want to know which is the truth.

How much were the monthly payments, do you know?

A. I told you \$102 a month.

Q. Do you know how much of that was for taxes and insurance? A. I just paid taxes this year — last year, since this is a new year. Last year, I paid taxes on that house.

Q. Now, were you paying taxes from 1950 to 1963? A. Now, do you want me — I don't know. I paid it. Yes, sir, I paid it. It must have been paid because I paid the taxes last year on that house.

Q. No. Did you pay them from 1950 until 1963? A. I guess I did; I don't know. I did. They must have been paid because they wouldn't have sent me a notice.

Q. I am not asking you whether they must have been paid, but did you pay them? A. Well, yes, I did. Because they wouldn't have sent [70] me a notice this time either, would they?

Q. Mrs. Bowes, did Mrs. Bartsch live in the house with you for a while? A. What?

Q. Did Mrs. Bartsch live in the house with you for a while? A. With me?

Q. Yes, Ma'am. A. Yes.

Q. And did she give you money? A. Five dollars a week for her room, a great big room that you could live and dine in and all in it, yes.

Q. How much was it? A. Five dollars a week.

Q. Now, Mrs. Bowes, were you working during this time? A. Was I working?

Q. Yes. A. Yes.

Q. How much were you earning? A. Well, I don't recall that. It has been ten or eleven years.

Q. Well, let me ask you this: What did you pay all these notes on the house with from 1950 to 1963? [71] A. What did I pay?

Q. Where did you get the money to pay these notes? A. Where did I get it?

Q. Yes. A. Mr. Bartsch and I went to the building and loan association —

Q. No, No — A. You want to know where the money came from, I have to tell you.

Q. No, ma'am. Where did you get the money that you were using to make your monthly payments on the house from 1950 to 1963? A. I had a house on 21st Street rented out for \$160 a month. I was living in 116 C Street, Northwest, and I was running a rooming house and I also was working.

Q. Did you pay any income tax from 1950 — A. I did.

Q. Federal and — A. I did. I paid for the furniture in the apartment and for my license and all

Q. Wait a minute. No, No. Income tax. Did you file income tax returns? A. I did. I went to an office and had the woman file [72] my taxes.

Q. Every year? A. Yes, sir.

Q. District of Columbia taxes also? A. I lived in the District of Columbia.

Q. Now, what would you say if I told you there is no record of your ever having paid any income taxes? A. Income taxes?

Q. Yes, Ma'am. A. Well, what is income tax? I even paid income tax when I sold my house.

Q. That is not income tax. A. I even paid tax on that.

Q. Do you know what income taxes are? A. Well, what is income tax?

Q. Well, if you paid income tax, why do you ask me what it is? A. I've got my papers. Now, listen here, I paid it. You can't tell me no.

Q. All right. We will tell you tomorrow. A. You can't tell me.

Q. Let me ask you this: Didn't you tell me that you didn't have enough money to pay for the recordation of the [73] deed and that is why you didn't record the deed? A. I told you that?

Q. Yes. A. I said that I could not pay it at that time, but Mr. Bartsch said, "I'll get" —

Q. Let me read your testimony — A. You don't have to, because I know what is the truth —

THE COURT: Don't everybody talk at once. If we are going to make a record, let's speak one at a time.

MR. MUNDY: Yes, Your Honor.

BY MR. MUNDY:

Q. Let me read you some testimony, Mrs. Bowes — A. I don't care what you read me. It don't make any difference to me because I told you at the beginning I did not know for sure. Sure, I was doing the best that I knew how.

THE COURT: Mrs. Bowes, he still has a right to read that into the record, so would you permit him to do it without interruption, please.

Go ahead, Mr. Mundy.

MR. MUNDY: Thank you, Your Honor.

Reading transcript page 11, Your Honor.

[74] BY MR. MUNDY:

Q. Mrs. Bowes, I would like to see if you remember this testimony:

"Question: Now, Mrs. Bowes, after you bought the house, did you ever record the deed?

"Answer: What, to get the taxes in my name?

"Question:" —

A. What, the tax in my name?

Q. No, ma'am. I am reading now. A. Oh.

Q. "Question: Now, Mrs. Bowes, after you bought the house, did you ever record the deed?

"Answer: What, to get the taxes in my name?

"Question: Well, to take it down to the Recorder of Deeds Office?

"Answer: No, because I didn't have the money for it." —

A. Well, do you know why that wasn't taken down to the title company?

Q. Wait. How did you have the money to do all these other things and pay the note if you didn't have enough money to record the deed? A. Well, because I was told that it took a lot of [75] money.

Q. To record a deed? A. Yes.

Q. Did you ever bother to find out? A. I found out

after someone was holding my deed that it wouldn't cost many dollars.

Q. That was in 1963 you found out it wouldn't cost very much money at all to record the deed? A. When I went to court, Mr. Bartsch and Mr. Wall —

Q. Let me ask you this: Who told you it cost a prohibitive amount of money to record a deed? A. Mr. Bartsch told me.

Q. Now, that is not what you said in the deposition — A. I am telling you that that is not exact and you can't go by that. That's not worth waste paper.

Q. This disposition? A. That is right.

Q. Let me ask you another question, Mrs. Bowes — Well, let me read you another place where you testified about not having money to record the deed. A. I don't care what you do. You can burn it for all I care.

Q. Transcript page 12:

[76] "Question: All right. Let me ask you: It's going to be three years you kept the deed from the day Mr. Bartsch gave it to you until this time you're talking about now?"

You said, "That's right."

"Question: Where did you keep the deed?"

"Answer: I kept it at home.

"Question: But you never recorded it?"

"Answer: I never recorded it because I didn't have the money to do it, and Mr. Bartsch told me it would be all right."

Now, transcript 21: Now, Mrs. Bowes, you might have forgotten it once but this question was asked three times.

A. Well, I don't care how many times you asked me; I am telling the truth of what I am saying.

Q. "Question: But you never recorded the deed, right?"

"Answer: I never recorded the deed because I didn't have the money to do it."

How much did you find out it would cost you to record the deed? A. I never found out yet.

Q. Well, wait a minute. You just testified a moment ago

that — [77] A. I said I did not know. Bartsch told me it would cost much. I never knew what it would be.

Q. Well, wait a minute. You said that you found out after the deed was out of your possession how much it would have cost to record it. A. I found out after the deed wasn't in my possession that it didn't take much.

Q. How much did it take? A. I don't know, but I heard it wasn't too much money.

Q. Who told you this, that it wouldn't take much money? A. I found out by someone else; I didn't find out by Bartsch.

Q. Did they tell you how much it would take? A. No, just that it wouldn't cost too much money. It wouldn't cost much money, that I should have it recorded.

Q. Now, you owned other pieces of real property, didn't you? A. Oh, yes, I did.

Q. Did you record the deeds on those? A. It went through the title company. The title company told me that this was no good.

Q. Now, wait a minute. I am talking about your other pieces of property that you just testified to. The rooming [78] house and the other pieces of property that you got your income on, did you record the deeds on those? A. Yes, yes, I did.

Q. When did you buy those pieces of property? A. When I bought them, I had them recorded.

Q. Did you buy those pieces of property before you took this one in 1950? A. Why, certainly.

Q. Then, you had — A. Wait now. Both C Street houses were bought — one was bought a little before the other one. 126 C Street had an auction sign on the door.

Q. Did you record the deed on that other piece of property? A. Why, certainly.

Q. How much did it cost you to record the deed? A. I don't remember.

Q. But you recorded the deed — A. It went through the title company so that's how it was done.

Q. But they put on your settlement sheet, did they not, the fee or cost for recordation of the deed? A. Yes.



[79] Q. And you saw that? A. I did.

Q. How much did it cost? A. I don't know.

Q. You knew it didn't cost much, didn't you? A. Well, I don't know today. I can't tell you. You can't make me say something I don't know, so that's all there is to it.

Q. This is the last thing in the world I want to do, Mrs. Bowes. A. I can't tell you. I am telling you the truth.

Q. How old are you, Mrs. Bowes? A. What?

Q. How old are you, if I may ask? A. Seventy.

Q. Now, Mrs. Bowes, did you record the deed on your rooming house? A. I got a license and I got a permit and I recorded the deed — I guess it's a deed. No, I don't know. Now, what is a deed? What I mean, I don't know what you mean by recording a deed. I got the license. I got the permit and I rented the house and I paid taxes. One year, I had to go and pay a percentage. I even had to pay for the furniture that [80] was in the rooms.

Q. Do you have trouble now with your memory sometimes? A. What?

Q. Do you have trouble now with your memory sometimes? A. No, I don't think so. If you give me time and let me think a while.

Q. Am I giving you enough time? A. Go ahead. But that's not neither here nor there in this cause.

Q. You just testified that when you gave the deed in 1963 to Mr. — A. I did not say 1963.

Q. Pardon me. In the deposition you said 1963; now you say 1962.

When you gave the deed to Mr. Bartsch to give to Mr. Wall, you said that the only people present were yourself, Mr. Wall and Mr. Bartsch. A. And Mr. Olender.

Q. Now, wait a minute. I want to read you — A. Olender was the attorney that Mr. Bartsch told me to have and then after we went to court and all, I paid him.

Q. Let me read you transcript page 34, Mrs. Bowes:

“Question: Was there anyone else present when you [81] had your conversation with Mr. Jake Wall giving him the deed in 1963?

"Answer: No, just Mr. Bartsch."

Here it is (exhibiting deposition to the witness).

A. I don't have to read it because I know what I said.

Q. Is that correct? A. Where?

Mr. Olender, the attorney, was there.

Q. But that is not on there? A. Well, I don't know what you put in there. Mr. Olender is an attorney and he saw me give it to him.

MR. MUNDY: I won't go any further with the witness. I will call our witnesses tomorrow, Your Honor.

THE COURT: All right.

Is there any further examination of this lady?

MR. BARTSCH: Yes, Your Honor.

CROSS-EXAMINATION

BY MR. BARTSCH:

Q. Mrs. Bowes, you stated that you rented premises 4107 21st Street; is that right? A. I can hardly hear you. You will have to talk a little louder.

Q. You stated to the Court that you had rented [82] premises 4107 21st Street. A. Yes.

Q. And that you rented it as a rooming house, is that correct? A. What?

Q. You rented it as a rooming house? A. Where, 21st Street?

Q. Yes. A. No, sir.

Q. Did you not say that you had rented that house out? A. I had rented the house out.

Q. For what period of time did you rent that house? A. The three years that I lived over on C Street.

Q. And what was the total rental that you obtained from that, not what was the rental agreement? A. I was paying for that \$57 a month.

Q. You were paying \$57 a month? A. \$57 a month to the building and loan.

Q. For 4107 21st Street? A. Yes.

Q. Were the payments in arrears? A. What?

Q. Did the tenants keep the payments up? [83] A. They did so until I was ready to go back in my house.

Q. For a period of three years? A. Yes.

Q. Now, you stated that you have not worked in the past ten years, you have not been employed in the past ten years. A. That is right.

Q. Do you recall the exact date on which your employment terminated? A. What?

Q. Do you recall the exact date on which your employment terminated? A. No.

Q. Do you recall what you were paid by the week from your employment? A. No, I don't.

Q. You have no recollection of how much you were paid each week? A. No, I couldn't say.

Q. Did you have a bank account at this time? A. Yes, I did.

Q. Where was the bank account? [84] A. Huh?

Q. Where was the bank account? A. Washington National Building — no. Washington Bank — the National Bank of Washington.

Q. And where is it located? A. The bank that I was dealing with then was at 12th Street, Northeast.

Q. Did you bank your money in that bank— A. Huh?

Q. Did you put your salary in that bank? A. No.

Q. You didn't. A. When I got money, I put it in but I didn't take my salary check right to the bank.

Q. Did you have any other bank accounts or building and loan association accounts? A. Yes.

Q. Where was that? A. I have a bank account at the First National Building and Loan Association.

Q. And where is that located? A. Huh?

Q. Where is that located? [85] A. On 13th Street, Northwest.

Q. Did you have any other building and loan association accounts? A. No, I haven't.

Q. Did you have an account with the American Savings and Loan Association? A. When I had my house on 4107 21st Street, Northeast, yes.

Q. Was that a savings account? A. No, I did not.

Q. Just a building association account? A. That is all. This is where you went with me.

Q. All of your savings were kept in either the National Bank of Washington on 12th Street, Northeast — A. You went with me to borrow \$2,000 on 21st Street to buy that property that I am fighting for now.

Q. For me to buy it or for you to buy it? A. I went for a thousand and you told me to get two thousand, and the man looked at you and he looked at me and when we came out, you said, "Did you see how he looked at me like I was a crook?" But I got \$2,000.

Q. What date was this? Do you recall the date? A. You made me get \$2,000 instead of one.

[86] Q. Do you recall the date, Mrs. Bowes? A. What?

Q. Do you recall the date of this episode? A. No, I can't recall dates.

Q. And you gave the money to me? A. No.

Q. What did you do with the \$2,000? A. He gave me a check and I put it in the First National — first, you got some to settle up with your wife.

Q. What did you do with this \$2,000 that you said you were given a check for; not cash? What became of the check? A. Well, I didn't get all check. I gave cash money when I first bought the house because I went to Walshe with you. You was there waiting and Mr. Louk and Mrs. Louk drove me in the car, and I went in and told Mr. Walshe that was my money and you was there. And Mr. Walshe made me give you the money and you paid Mr. Walshe. And when I came back I pulled the sign off of the house.

Q. You mentioned a Mr. and Mrs. Louk — A. What?

Q. You mentioned Mr. and Mrs. Louk. A. Mr. and Mrs. Louk took me there in the car.

Q. I see. And who are they? [87] A. Huh?

Q. Who are they? A. You know who they are, your good friends.

Q. The Court doesn't know who they are. Would you tell the Court who they are? A. They live on Bladensburg Road.

Q. What is your relationship with them? A. My relationship?

Q. Yes. A. Just good friends.

Q. Just good friends.

THE COURT: Mr. Bartsch, when did all this take place, what you are talking about?

BY MR. BARTSCH:

Q. The Court asks when did this take place, Mrs. Bowes.

A. What?

Q. When did this visit with Mr. Louk and Mrs. Louk and the bank, the officer at the bank, when did that take place?

A. The bank had nothing to do with Mr. and Mrs. Louk.

Q. When did this take place? What was the date? A. Oh, I can't tell you the date. Let's see — All these years, how can I remember that?

Q. Well, you can remember approximately when it was. [88] Was it in 1960? A. 1960? I bought the house in '50.

THE COURT: Is this when you bought the C Street property from Mr. Bartsch?

THE WITNESS: I bought the house in 1950. How could it be in 1960?

BY MR. BARTSCH:

Q. Well, was it in 1950 that this took place? A. 1950.

Q. When Mr. Louk and Mrs. Louk went with you, do you recall approximately what year that was? A. In 1950.

Q. 1950.

THE COURT: This is the occasion when you bought the property from Mr. Bartsch, is that it?

THE WITNESS: What was that?

THE COURT: Is this the occasion when you bought the property from Mr. Bartsch?

THE WITNESS: Yes, Your Honor.

THE COURT: All right.

BY MR. BARTSCH:

Q. Now, Mrs. Bowes, when you signed this contract, was Mr. Nelson or Mr. Murphy in your presence when you signed it? [89] A. Yes, they were both there.

Q. They were both there? A. Uh-huh.

Q. And you then delivered the contract to them after you had signed it? A. I delivered it?

Q. You gave them the copy after you signed it? A. They were there. They had it. They were there.

Q. You gave it to them.

And how many copies did you sign? A. It was two, I think.

Q. And did you receive a copy? A. Two or three, I think, I don't remember which.

Q. Did you receive a copy? A. Yes.

Q. And what happened to the copy which you received? A. The one I have?

Q. The one that was given to you. A. Mr. Ritz has it.

Q. Then you have not had continuous possession of that copy which you signed, have you? A. Well, he is my attorney.

Q. That is right. But you personally in your home [90] have not had a copy of the contract, your attorney has had it? A. What, your contract?

Q. The contract that you entered into with Mr. Murphy and Mr. Nelson. You did not keep a copy of that contract, your attorney has it? A. Mr. Ritz has it.

Q. That is right. That is all I want to establish.

Now, you have no recollection of how much money you earned by the week when you were working for Starkey at the Little Champion Restaurant — A. I was 13 years in the one place, and it changed hands three times.

Q. And what did he pay you? A. What did what?

Q. What was your salary each week? A. I can't recall.

Q. You can't recall? A. That has been 11 years ago.

Q. And when you worked for his successor, the one who bought the business from him, do you recall — A. I bought the business?

Q. For the Greek. A. I worked for Mrs. Efantis and I worked for Tommy [91] Starkey, and I worked for Tom Plakis.

Q. Do you remember how much Tom Plakis paid you?

A. No. That's been about 11 years ago, 11 or 12 years.

Q. You have worked for no one in the past 11 years?

A. No.

Q. You have had what income in the past 11 years? A. What my income is?

Q. Yes. A. Well, my income is not much right now.

Q. From whom have you received income in the past 11 years? A. My children have helped me.

Q. Your children have helped you? A. Yes.

Q. With your living expenses? A. Huh?

Q. With your living expenses. A. My living expenses?

Q. Well, with your means to support yourself. A. That is right.

Q. Yes. And have you rented a room or any premises in this house from which you received rent? A. Oh, yes, I have rented a room. I have an elderly [92] lady 74 years old, and she gives me 11 dollars a week for the whole house. Isn't that a lot of money?

Q. I see. Is that the lady that I used to see when I came over to your house? A. That's the lady. She has been with me many years.

Q. She's on welfare, is she not? A. Yes. She is on public assistance, poor soul.

Q. Have you rented the premises to anyone else? A. Huh?

Q. Have you rented the premises to anyone else? A. She has been in my house for about 11 years or 10 years.

Q. But have you rented the house to anyone else, or any part of the house? A. No.

Q. Then you have had no income except the 11 dollars a week from her — A. Yes.

Q. — and the money which your children have helped you with? A. Yes, and I got \$3,000 second trust from the C Street house.

Q. From the C Street house? [93] A. No, the 21st Street house.

Q. When you sold the 21st Street house? A. When I sold it, I bought a second trust.

Q. Do you recall the date when you sold the 21st Street house? A. My house?

Q. 4017 21st Street. A. Yes, sir. I think it was — it's going to be three years in October, so it was '64.

Q. And when the settlement on that house was — A. When what?

Q. When you had the settlement on the house, was anyone you know present with you? Did you have an attorney with you? Who did you have with you? A. Well, I always used to ask you to see that certain things would happen for me, but after the deed of Walshe was left in charge of you and Walshe and he died, you turned.

Q. You say "Walshe"; you mean Wall? A. Wall. You turned.

Q. Now, at the settlement on this house at 4017 21st Street — A. I asked you. I said I asked you.

[94] Q. Did I go with you to that settlement? A. You went with me to look at the deed.

Q. Did I handle any of the money? A. Did you handle any of the money? No, you didn't handle no money.

Q. No. But I went with you to help you. A. Yes, you came with me —

Q. And I explained the situation — A. Because I told you I didn't know much about those things.

Q. Yes. A. Yes.

Q. But it was at your request that I went. A. I asked you, which I always used to ask you. And everything you did for me, I appreciated. But I just told you, after Mr. Wall died and my deed got out of my possession, you turned completely.

Q. In other words, you trusted me implicitly until the day when Mr. Wall got the deed from you through me— A. I asked you to get the deed from Mr. Wall. You put me off. Mr. Wall put me off; he was coming to see me and didn't come.

And then, you says to me — I says, "Henry, I would like [95] to have the deed." And you says, "Well, you can go and get a photostatic copy of the deed."

I says, "That's not it, I want the original."

You says, "It will do you just the same."

I said, "No, it won't."

Q. Now, Mrs. Bowes, you remember this so distinctly. Can you remember where this took place? A. Huh?



Q. Can you remember where this request of yours for the deed took place? Where were we together? A. When I asked you for the deed?

Q. Yes. A. I was on the phone in my house and you were wherever you were, where I called you.

Q. Oh, it was by phone. I wasn't at your house? A. No.

Q. I wasn't with you physically? A. When I asked for the deed?

Q. Yes. A. No.

Q. And you are sure — A. And when I told you I was going to get an attorney, you said, "Why bother with an attorney?" And I said, "I am [96] going to get an attorney because you are too slow."

And you said, "Why did you want to get an attorney? It cost you so much money for the attorney." You said, "I could have settled it."

Q. Now, you had an attorney — A. And now, I am going through all this.

Q. Well, I'm not upsetting you too much, am I, Mrs. Bowes? I am trying not to. You don't like me, apparently, any more but I don't want to upset you. A. Why should I like anybody who is trying to cut my throat?

Q. I see.

Now, this deed, you have said in your deposition, was delivered to me and by me delivered to Mr. Wall in the presence of Mr. Olender; is that right? A. The deed was delivered to you?

Q. In the presence of Mr. Olender. A. As soon as we came out of the court, we stood right outside of the building.

Q. That is right. And Mr. Olender is a member of the Bar of this Court in good standing, is he not? A. Mr. Olender, yes.

Q. And Mr. Olender was your attorney? [97] A. You got him for me.

Q. I did, yes. A. Because I had talked to Mr. Nelson and Mr. Nelson said, "What you need" —

Q. And you paid Mr. Olender a total of how much for his legal services? A. How much was it?

Q. How much, yes. A. I paid Mr. Olender?

Q. Yes. A. I think it's in the fifty dollars.

Q. You say roughly fifty dollars? A. No, I didn't say fifty dollars; I think it's in the fifties.

Q. All right. Did you pay him anything besides the \$50. A. Huh?

Q. Did you pay him more than \$50? A. Yes, I think I did.

Q. You don't recall how much more. Would you say you paid him \$100? A. No. I have the canceled check.

Q. You have the canceled check? [98] A. Yes.

Q. Good. That's fine.

Now, did you ever demand of Mr. Olender that he get this deed back for you? A. Mr. Olender was the administrator when Mr. Wall died, and I asked him would he kindly get it and I don't know what happened between other things and he dropped out being the administrator.

Q. But since Mr. Olender was present and saw this transaction and had some control over this deed, why didn't you take some action to force Mr. Olender to do something about this? He was a member of the Bar of this Court. He was your lawyer. This was a breach of trust, wasn't it? A. I should have got another attorney because you and Olender were buddies anyhow.

Q. I see.

Now, will you tell the Court how long Mr. Olender was with you on the day that he defended you? A. When we came out of court —

Q. No. How long did he spend with you? Did he spend time with you before the trial? Did he prepare for the trial? A. Oh, I can't tell you all that.

THE COURT: Does this have any bearing in this case?

[99] MR. BARTSCH: I want to establish, Your Honor, that Mr. Wall paid the majority of the fee which Mr. Olender received for the defense of Mrs. Bowes. Fifty dollars for an attorney in this Court —

THE COURT: Supposing he did, what has that got to do with this case?

MR. BARTSCH: I think there was an attorney-client relationship with Mrs. Bowes so that —

THE COURT: Somebody paid her lawyer for her. So what?

MR. BARTSCH: I am going to deny the statement which she had made about her demand upon me to get the deed back for her, and I say that the place she could have gone was to Mr. Olender and Mr. Olender was under an obligation —

THE COURT: This isn't relevant as to where title is and who has got a constructive trust, if there is such a thing in this case.

MR. BARTSCH: Well, this all goes to credibility, too, Your Honor.

THE COURT: Come, now. You are so remote on credibility, it's not worth it. We don't want to have to bring this lady back again next week. Let's get the issues out, if you please.

[100] MR. BARTSCH: All right, Your Honor. I would like to examine her further but if you feel that I'm not entitled to it, then I will terminate.

THE COURT: No, I want to bring the issues out so she can be excused tonight. Let's not go through this again next week.

MR. BARTSCH: That's all.

THE COURT: Is there any further examination?

MR. RITZ: Just a few questions, Your Honor.

#### CROSS-EXAMINATION

BY MR. RITZ:

Q. Mrs. Bowes, did you ever ask Mr. Bartsch or Mr. Wall to make any payments on 126 C Street? A. Well, I asked — One time I couldn't make my payment and I said, "Henry, I don't know how I am going to meet the payment." So, he says, "I have a friend and he will come and see you."

Q. And who was that, Mrs. Bowes? A. Mr. Bartsch brought him over and he introduced me to the friend and he says, "Mayme, you will be all right."

I didn't owe too much on the house. I think I owed near \$2,000.

Q. Mrs. Bowes, who was the friend? [100a] A. Huh?

Q. Who was the friend? You said Mr. Bartsch brought a friend. Who was the friend? A. The friend was Mr. Wall.

Q. Jake Wall? A. Uh-huh.

Q. Now, Mrs. Bowes, you recall when you signed the contract for this house, it was sent to a title company and you sent that contract to buy this house with Mr. Bartsch, is that correct? A. I sent the contract — no. Mr. Bartsch went with me to the title company in the Columbia Building.

\* \* \*

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

EUGENE X. MURPHY, and  
REX K. NELSON,

Plaintiffs

v.

Civil Action No.  
1251-66

HENRY G. BARTSCH,  
LEGAL INTEGRITY PRES-  
ERVATION SOCIETY, INC.,

and

MARY V. BOWES,

Defendants

April 10, 1967  
Monday  
Washington, D.C.

The above-entitled matter came on for further hearing before The HONORABLE HOWARD F. CORCORAN, United States District Judge, at ten o'clock a.m.

APPEARANCES:

EUGENE X. MURPHY, Esquire and  
REX K. NELSON, Esquire, pro se, for Plaintiffs;

HENRY G. BARTSCH, pro se, for Defendant  
Bartsch

R. KENNETH MUNDY, Esquire, and  
FRANK W. VANDERHOOF, Esquire, for Defen-  
dant Legal Integrity Preservation Society, Inc.

MICHAEL RITZ, Esquire, for Defendant Bowes

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[103] PROCEEDINGS

THE COURT: When we left off on Thursday afternoon, I believe it was, had we finished with Mrs. Bowes?

MR. MURPHY: Yes, Your Honor, we had finished with Mrs. Bowes, and we have one short witness left which we would like to have take the stand now.

Would you call Mr. James.

Thereupon,

CHARLES C. JAMES

\* \* \*

DIRECT EXAMINATION

BY MR. MURPHY:

Q. Mr. James, will you please state your full name and your address. A. Business or home address?

Q. Business. A. Charles C. James. I am with the District Government, 300 Indiana Avenue, N.W., Washington, D.C.

Q. What is your position with the District Government, Mr. James? A. I am an Assistant Supervisor, Tax Division, Finance Office.

Q. I call your attention to Lot 19 in Square 74, improved by premises 126 C Street, N.W., Washington, D.C. A. Yes, sir.

Q. On June 28, 1966, I registered a deed with the Recorder of Deeds and filed a financial statement showing the value that was paid for the said property.

MR. MUNDY: I am just objecting to the form of the question. Is he testifying?

THE COURT: These are preliminary matters. It doesn't make any difference, and we don't have a jury. Let's speed it up if we can.

BY MR. MURPHY:

Q. As a result of that deed, can you inform the Court whether or not the title to be transferred thereunder was transferred on your records? A. It was not.

Q. Can you tell the Court the reason why this title thereunder was not transferred on your records? A. The grantor in the deed, according to our records had no title,

and not having a title, we couldn't make the conveyance until we found out where she did get title.

Q. So there was a break — A. There was no continuity of title.

\* \* \*

[106]

WILMA MILLER

\* \* \*

[107]

DIRECT EXAMINATION

BY MR. MUNDY:

\* \* \*

[118] MR. NELSON: He offered to show them to us, but this is all extraneous to the issue, because they made no claims, and we think it is objectionable because they have no claim pending that covers this material.

The complaint and the answers are entirely devoid of any claim by LIPS or by Bartsch for an affirmative relief of any kind, either against the plaintiffs or a cross-over against Mrs. Bowes. They answered denying.

The second defense, each one used the standard phrase, "Failed to state a cause of action."

The pretrial sets up no claim by them for affirmative relief either against plaintiffs or Mrs. Bowes.

MR. MUNDY: Your Honor, Page 7 of the pretrial does, and under the local Civil Rules 15 and under the *Federal Rules of Civil Procedure* 16-6, the pretrial order governs the evidence that is admissible or inadmissible and the questions [119] that are soluble or insoluble in the trial. This is on Page 7 of the pretrial order.

MR. NELSON: If I might just state to the Court, Your Honor — and I know it is not usually advisable to go back and forth like this. However, this is a very peculiar type case.

If the Court will look at the complaint and the answers, now the answers make no affirmative claim of any kind. They deny that plaintiffs had a *bona fide* contract. They deny that they were wrongfully withholding the deed itself from Mrs. Bowes. They admit they transferred the property to Mrs. Bowes. And that's about all there is to it.



They state of course, they deny there is any necessity for a judicial determination of title in this case. The LIPS Society filed through counsel, Mr. Vanderhoof, adopted the answer of Mr. Bartsch. They make no cross-claim for affirmative relief against Mrs. Bowes.

Now, they make no claim against plaintiffs of any kind. They deny and resist and challenge. That is all they did.

\* \* \*

[121] MR. MUNDY: Your Honor, on Page 7 of the pre-trial order it indicates that the defendant Legal Integrity Preservation Society asks the Court to impress a constructive trust upon the property to the extent —

THE COURT: What was the ruling?

MR. MUNDY: It was granted, Your Honor, without objection. No objection was filed.

THE COURT: Where does it say that?

MR. MUNDY: Your Honor, there was no objection to the inclusion of that. Beyond that, Your Honor, in the answer that LIPS filed in here, contrary to what Mr. Nelson says, LIPS does set forth — this was before I became counsel in the [122] case, but it sets forth that they have contributed \$12,000 to the property on payments, and that they have an interest in it to that effect. That is in the answer filed by LIPS in here. I don't know what Mr. Nelson is referring to.

THE COURT: Well, in order not to delay it — I haven't seen your memo — I will take all this testimony. Then we will sort it out later. I will take it subject to connection, subject to materiality and relevancy. Go ahead, let's get it in the record, and I will look at it later.

\* \* \*

[123] MR. MUNDY: The last question before the objection [124] was would she please take a look at the checks and see if she can identify the signatures on them as her own.

THE WITNESS: Yes, these are all my signatures.

BY MR. MUNDY:

Q. Do you have any receipts from the P.G. Walshe

Company? A. Receipts? I just have my canceled checks, I have those.

Q. Were you given those by Mr. Walshe? A. Yes.

Q. Where are they? A. I think you have them. Or Mr. Bartsch has photostats.

\* \* \*

[126] BY MR. MUNDY:

Q. Miss Miller, do you have other indications there are payments that you made to Walshe on behalf of Mrs. Bowes for 126 C Street, N.W.? A. Yes.

[127] Q. What do you have? A. I have a letter from the Maryland National Bank, La Plata, Maryland, and dated April 7, 1967, and their records show a check in the amount of —

MR. MURPHY: Your Honor, I have to object. That is purely hearsay.

THE COURT: Don't read from the letter until it is in evidence.

BY MR. MUNDY:

Q. Miss Miller, the letter that you just referred to, did you receive this letter? A. Yes.

Q. When did you receive it? A. April 7.

Q. Was this letter in response to anything? A. Yes.

Q. What was it in response to? A. I called the bank and asked them if I could have a photostatic copy of my checks for that amount of money.

Q. What was that amount of money supposed to represent? A. Five monthly payments on 126 C Street, N.W.

Q. How much in dollars and cents? [128] A. \$530.

Q. About when were they payments made? A. February 20, 1961.

Q. Did you receive a response? A. Both telephonic and letter.

Q. Fine. Are you familiar with the signature that is on this letter? A. I am familiar with Mrs. Bowling.

Q. Are you familiar with her signature? A. No, I am not familiar with it.

MR. MUNDY: Is there objection?

THE COURT: Give it an identification number and show it to counsel, please.

(Defendants' Exhibit No. 2 marked for identification.)

THE WITNESS: That letter was sent pursuant to a conversation I had with her.

BY MR. MUNDY:

Q. It indicates \$500 to P. J. Walshe —

THE COURT: Don't put anything in the record, Mr. Mundy.

[129] Mr. MUNDY: I'm sorry, Your Honor.

THE COURT: Strike that.

MR. MURPHY: Your Honor, the usual objection. It is purely hearsay, and I think it still has no material bearing on this case.

THE COURT: May I look at it?

(Document handed to the Court.)

THE COURT: I will receive it under the same conditions.

(Defendants' Exhibit No. 2 was received in evidence.)

BY MR. MUNDY:

Q. Do you have any other checks or any other indication of payments you made on the property? A. I have checks which show the money which I forwarded to Mrs. Bartsch, Mrs. Signe Bartsch.

Q. For what purpose was this money given to Mrs. Bartsch? A. For payments on 126 C Street, N.W.

Q. On behalf of whom? A. LIPS Society.

Q. How much do these checks total, approximately? A. Around \$300.

[130] MR. MURPHY: Your Honor, I would like to raise the same objection. These are checks given to Mr. Bartsch?

THE WITNESS: Mrs. Bartsch.

MR. MUNDY: Mrs. Signe Bartsch. Mr. Bartsch is going to tie them up.

THE COURT: How can he tie them up?

MR. MUNDY: Because he took the payments book to P.J. Walshe. Mr. Walshe will also testify.

THE COURT: Is Mrs. Bartsch available?

MR. MUNDY: Mrs. Bartsch is dead, Your Honor. His mother is dead.

THE COURT: How is he going to tie up?

MR. MUNDY: That his mother gave —

THE COURT: That his mother is dead and he is going to say she did something?

MR. MUNDY: No, Your Honor. That his mother gave him the money from these checks, cashed these checks, and that he took that money directly to P.J. Walshe Co. and made payments on the note.

Also, Mr. Walshe of the P.J. Walshe Co. will indicate on these dates money was received.

THE COURT: I think you better get that from Mr. Walshe. Hold those for the time being. You have made your [131] proffer.

MR. MUNDY: All right, Your Honor. Mr. Walshe will be here at 2 o'clock.

THE COURT: I hope somebody can testify that makes some sense out of this.

MR. MUNDY: Your Honor, may I just address the Court on this point. Admittedly, our evidence and our whole case henceforth —

THE COURT: It is the most unbusinesslike transaction I ever listened to — people putting out money without any protection or any security devices, no notes.

MR. MUNDY: Your Honor, they thought their security was in the good faith of Mary Bowes. And now they are in the situation, a trust situation, where they rely on the facts that Mary Bowes —

THE COURT: It's incredible. How much money did you say was put out? \$20,000?

MR. MUNDY: \$12,000, Your Honor.

THE COURT: Just on good faith?

MR. MUNDY: Good faith and reliability. Miss Miller has the notes. She has bought up the notes that was still outstanding. She has the notes.

THE COURT: That's — let's get all the testimony [132] in and then I will sort it out.

BY MR. MUNDY:

Q. Now, Miss Miller, do you have any other indicia there of payments? A. I gave a \$100 check that was paid to Jacob Wall in repayment of money that he forwarded and then later on I repaid it, and the endorsement is on there.

Q. The endorsement on the back bears this out? A. Yes.

Q. Are there any other checks? A. That is Mrs. Bartsch, the same as the others.

Q. Are there any others? A. Nothing except the trust notes.

MR. MUNDY: Yes, those are very important. Your Honor, I would like to offer these.

THE COURT: Give them all identification numbers so that we know what the record is talking about, and I will withhold my ruling subject to further developments in the case.

MR. MURPHY: Your Honor, same objection.

THE COURT: Same ruling. Indicate for the record what you proffer, will you, please.

MR. MUNDY: Yes, Your Honor. May I state for the [133] record what this proffer is.

I have proffered and they have been marked as Defendants LIPS No. 3 for identification a check dated November 26, 1965, in the amount of \$100, signed and identified by Wilma Miller, payable to Henry Bartsch. A check signed by Wilma Miller dated June 10, 1965 in the amount of \$100, payable to Henry Bartsch. A check in the amount of \$85, April 21, 1962, payable to Henry Bartsch.

(Defendants' Exhibit No. 3 was marked for identification.)

THE COURT: Do they have any other notations on them?

MR. MUNDY: Yes, sir, on the back the endorsement of the first — on the second mentioned identification, "Pay to the order of Jacob Wall," endorsement purportedly of Henry Bartsch, and the check bears a signature that purports to be that of Jacob Wall.

A similar endorsement is on the back of the third item I

mentioned except it is endorsed and payable to Signe Bartsch.

A check in the amount of \$25, May 17, 1962, to Henry G. Bartsch, signed by Wilma Miller, for deposit to [134] Signe Bartsch.

THE COURT: Are you saying that \$25 payment has something to do with this property.

MR. MUNDY: Yes, Your Honor, sir.

THE COURT: What kind of a bill?

MR. MUNDY: Your Honor, I don't know whether the Court has had an opportunity to see the checks.

THE COURT: I haven't seen anything.

MR. MUNDY: But those checks covering the period from 1950 to 1963, there are 158 months in which payments were supposed to have been made. Mrs. Bowes' checks cover exactly 56 payments. There is a hiatus in the total number of months of over 106 months in which the Legal Integrity Society and others made payments.

THE COURT: What kind of a bill on real estate would you get for \$25?

MR. MUNDY: Your Honor, I will ask Miss Miller to testify about that. Would you please, Miss Miller?

THE WITNESS: Yes. Mrs. Signe Bartsch did not have \$102 to make a payment, so I gave her the amount of money that was lacking to make the payment.

THE COURT: Anyway, give them an identification mark and indicate for the record what they are.

[135] MR. MUNDY: I will continue. There is only about six more, Your Honor.

A check dated May 28, 1962, in the amount of \$50 signed by Wilma Miller, payable to Henry Bartsch, for Signe Bartsch on the back.

A check dated June 13, 1962, payable to Henry Bartsch for \$20, summarily made endorsable by Signe Bartsch on the back.

A check in the amount of \$25 on September 25, '62, to Mr. Bartsch by Wilma Miller. \$40 on October 10, '62, to Henry Bartsch by Wilma Miller to the account of Signe

Bartsch. \$30 to Henry Bartsch on April 18, 1962, account of Signe Bartsch. \$50 to Henry Bartsch on August, 24, '62, for deposit to Signe Bartsch.

THE COURT: What were the regular monthly payments due on this house?

THE WITNESS: \$102.

THE COURT: Is there any check in there for \$102?

MR. MUNDY: Yes, sir, quite a few of them.

THE WITNESS: Your Honor, may I say something to that?

THE COURT: Do you mean you just get making up the deficits in the payments?

[136] THE WITNESS: No, sir. Mostly it was making three months payments because the place was always being foreclosed and we had to make it up three months at the time, Your Honor.

MR. MUNDY: We are going to bring in Mr. Walshe who actually threatened the foreclosures, and who actually received the payments.

THE COURT: How many members did LIPS have?

THE WITNESS: Eight.

THE COURT: What kind of an organization is it?

THE WITNESS: Well, it was really more or less of a philanthropic organization. Mr. Bartsch had some very unpleasant experiences. He did not want that to happen to anyone else and it was to be an organization to help people that would be in similar position as his. And then also, in the legal profession, to have the ethics of the legal profession uplifted.

THE COURT: Where did you get your members?

THE WITNESS: Most of them were contributors — nobody else. We didn't have much money. But people would contribute.

THE COURT: Go ahead.

THE WITNESS: I say, also, that Mr. Wall was the [137] recipient of services from the LIPS Society, a very great recipient.

THE COURT: He was a recipient?

THE WITNESS: Yes, sir. In fact, I paid, the Wall Foundation had an office in my office. I have a suite of offices. I let the LIPS Society use one room of my office, and I paid the phone bill and I paid all expenses, as well as doing a lot of the stenographic work.

THE COURT: Did anybody but you ever contribute to the organization?

THE WITNESS: Yes.

THE COURT: Who did?

THE WITNESS: Mr. Paul Starkweather, Mr. Peter Cooper and as I said —

MR. MUNDY: All are dead, Your Honor.

THE WITNESS: Melissa Rowe. Not only in money, I didn't always contribute him money. I contributed in work. And as a court reporter, I worked many hours a day, but beyond that, I still did work for LIPS Society, and for me many times, it was a hardship. We were very dedicated and we all trusted each other.

THE COURT: Who got the benefits of your efforts?

THE WITNESS: Mr. Jacob Wall. I can say that Mrs. [138] Bowes got the benefits of our efforts, too, because many times we saved this from foreclosure.

THE COURT: Are those the only two recipients?

THE WITNESS: No. Mrs. Bartsch helped on it, too. Mr. Bartsch did most of the work on it.

THE COURT: Well, I am just getting afield. I was curious. That's— let's get on to the proof of the case.

MR. MUNDY: Your Honor, Mr. Walshe is here. I understand both sides have not asked for a rule on witnesses.

MR. MURPHY: No.

BY MR. MUNDY:

Q. Miss Miller, all in all, to summarize, how much did you contribute on behalf of LIPS to this property?

MR. BARTSCH: Your Honor, may I have a rule on the witnesses as to Mr. Walshe.

THE COURT: Mr. Walshe, would you follow the Marshal to the witness room, please.

(Mr. P.J. Walshe leaves the courtroom.)



BY MR. MUNDY:

Q. What was the total, Miss Miller? A. Do you mean cash plus the checks?

[139] Q. Yes, Ma'm, everything. A. I would say about \$8,000.

Q. Now, tell me, Miss Miller, why didn't you or LIPS get any written securities, or other collateral on this? A. We were all working for one purpose. We all trusted each other.

Q. At whose behest or request did you get involved in this again? A. Mr. Bartsch. Mr. Bartsch continually told me how trustworthy Mrs. Bowes was. That was the only reason I did what I did.

Q. Did Mrs. Bowes know that the Legal Integrity Preservation Society were making payments on this property? A. Yes.

Q. You know for a fact that she did know? A. I know she did, yes, because she went to Mr. Bartsch and asked him for help, and he came to me and asked me for help.

THE COURT: Let's strike the first part of that. That is pure hearsay.

How do you know?

THE WITNESS: Mr. Bartsch came to me. He told me Mrs. Bowes came to him and told him the property was being [140] foreclosed, and could the LIPS Society help.

THE COURT: Did you ever talk personally to Mrs. Bowes about this?

THE WITNESS: I never talked personally to Mrs. Bowes after about 1950 because she developed a great hatred for me. For what reason, I don't know.

THE COURT: Strike the rest as hearsay. Go ahead.

BY Mr. MUNDY:

Q. Were you ever in Mrs. Bowes' presence when money was given her for the house? A. I went with Mr. Bartsch when he did.

Q. You went with Mr. Bartsch when he gave her money? A. Yes.

Q. For this use? A. Yes.

Q. Where is Mr. Paul Starkweather today, do you know?

A. I heard he was in Virginia

Q. Where is Mr. Gordon Cooper? A. He is dead.

Q. Where is Mr. Jacob Wall? A. He is dead.

Q. Where is Signe Bartsch? A. She is dead.

[141] Q. Where is the other lady? A. Miss Melissa Rowe?

Q. Melissa Rowe. A. Maryland.

Q. Is it Annapolis? A. Near Annapolis.

Q. Is she available? A. I am sure she is, if necessary.

MR. MUNDY: I have no other questions, Your Honor.

THE COURT: Any cross-examination?

MR. MURPHY: Yes, Your Honor, Mr. Ritz will conduct the cross-examination.

#### CROSS-EXAMINATION

BY MR. RITZ:

Q. Mrs. Miller, all of these payments you made on behalf of the Society were made at the request of Mr. Bartsch, is that correct? A. Mr. Bartsch would tell me when payments were due, or Mrs. Signe Bartsch, also.

Q. But never Mrs. Bowes? A. I told you I didn't speak with Mrs. Bowes.

Q. Were you aware that Mrs. Bowes over the years, that she had title to this property, was lending large sums of [142] money to Mr. Bartsch? A. No. And I am sure if she loaned any money it has been repaid.

THE COURT: Strike the last part of that answer as not responsive.

BY Mr. RITZ:

Q. Well, in a deposition where you and Mr. Bartsch were present, Mr. Bartsch said he never repaid it; isn't that correct? A. I don't remember.

Q. You testified now that you paid \$8,000 toward this mortgage, is that correct? A. Yes.

Q. You paid also \$2,400 to buy the note? A. No, I was including that.

Q. That includes it? A. Yes.

Q. So it was about \$5,600 paid in addition to the note? A. Yes.

Q. Now, you got the note from Mr. Popowsky? A. That's right.

Q. He is Jake Wall's brother-in-law, isn't he? [143] A. Yes.

Q. You were aware, were you not, that in 1964 Mr. Wall gave an option to Mrs. Bowes to pay her \$20,000 for her equity in the property? A. Up until then.

Q. So as of 1964, Mr. Wall felt that Mrs. Bowes was entitled to \$20,000? A. Yes, there was an option agreement for \$20,000.

Q. Net? A. Yes.

Q. Now, Mrs. Miller, based on the depositions and some of your testimony today, then let's see if we have these figures right. Mrs. Bartsch paid \$12,000, is that correct? A. I would say so.

THE COURT: Mrs. Bartsch?

MR. RITZ: Mr. Bartsch's mother, yes. Mrs. Bartsch paid \$12,000.

BY MR. RITZ:

Q. And you paid \$8,000. Jacob Wall paid \$5,000, and according to the checks we have submitted, Mrs. Bowes paid \$10,000. A. Yes.

Q. Is that correct? [144] A. Yes.

Q. That is \$35,000 then was paid on a \$13,000 mortgage. Is that correct? A. Of course, that includes taxes and water for all those years.

THE COURT: Let me get those figures again.

MR. RITZ: \$12,000 was paid by Mrs. Bartsch. \$10,000 based on the checks Mrs. Bowes has submitted.

BY MR. RITZ:

Q. \$8,000, you testified you paid? A. I'm sorry. There is a duplication. When you count Mrs. Signe Bartsch's payments, that includes some of the payments that I made also, that I advanced to her.

Q. Advanced to who? A. Mrs. Signe Bartsch.

Q. For what? A. To make up the payments of the \$102.

Q. But not at the request of Mrs. Bowes? A. Request of the LIPS Society.

Q. Well, this Society was you and Mr. Bartsch for all practical purposes — right? A. No. It was, as I have stated in the beginning.

Q. You, Mr. Bartsch, Mr. Starkweather, Mr. Cooper? [145] A. And Melissa Rowe, Gordon Lock, Paul Starkweather. Mr. Wall was to be our greatest contributor.

Q. Did he contribute anything to the LIPS Society? A. He died.

THE COURT: I thought you told me he was a recipient, a beneficiary?

THE WITNESS: That is why he couldn't be a member of it. Anyone who was a recipient —

THE COURT: You say he was the greatest contributor?

THE WITNESS: No, he was to be, after he got over his trouble. He was to be a contributor to LIPS Society. But we were helping him. He had domestic trouble and we were helping him, as well as in other things.

BY MR. RITZ:

Q. Mrs. Miller, you were helping protect Mr. Wall from his wife's attempts to collect alimony, isn't that correct? A. No.

Q. Well, what was the domestic trouble, Mrs. Miller? A. I heard he had trouble with his wife.

Q. Trying to collect alimony? A. You will have to ask Mr. —

Q. Bartsch, the President of the LIPS Society? [146] A. Yes.

Q. And Mr. Bartsch had the same trouble, didn't he? You were protecting him against his wife's attempts to collect alimony? A. I was not protecting Mr. Bartsch from his wife.

Q. Let's get the financial —

MR. BARTSCH: Objection. I believe this goes beyond the direct examination, Your Honor.

THE COURT: In what sense? She has introduced checks.

MR. BARTSCH: The motives and the relationships between Mr. Bartsch and his wife, and the relationship between Mr. Wall —

THE COURT: We have to determine what the relationship of these payments were.

MR. BARTSCH: There is no relationship to the payments which were made on behalf of the mortgage which was pressing Mrs. Bowes.

THE COURT: Your objection is overruled. Go ahead.

BY MR. RITZ:

Q. What address do you have, Mrs. Miller? A. 3601 34th Street, N.W.

Q. What address does Mr. Bartsch use? [147] A. He has a room in my home.

Q. Now, let's get on to these payments. All of them were made either through the request of Mr. Bartsch or made through him, is that correct, Mr. Bartsch, Henry Bartsch, who would come to you and tell you to give money to him or to give money to his mother? A. Or his mother came to me many times. In fact, I saw his mother pawn silverware to make these payments.

Q. Were you aware that Mrs. Bowes was lending her money? A. No, I was not.

Q. Would you recognize her signature, Mrs. Miller? A. Whose signature?

Q. Mrs. Signe Bartsch. A. I think I would, I am not sure.

Q. It's only a modest amount of money, but would you say that was a receipt for payment of \$30? A. Yes, I would say that was a receipt.

Q. So this receipt indicates that Mrs. Bowes was lending Mrs. Signe Bartsch money? A. She loaned her \$30, I am sure.

Q. According to the deposition of — A. But it was paid back.

[148] Q. According to the deposition of Mr. Bartsch, \$400 as of the date of the deposition was not paid back? A. I don't know that. Mr. Bartsch and his mother would know that. I wouldn't know that. In fact, I know nothing as far as Mrs. Bowes is concerned.

Q. Mrs. Bartsch had an income of under \$100 a month, didn't she? A. Mrs. who?

Q. Mrs. Signe Bartsch. A. Her income was \$180 a month.

Q. Yet she was making these \$102 monthly payments regularly? A. With my help and other people's help, yes.

Q. So you were really helping Mrs. Bartsch, not Mrs. Bowes? A. I was helping the LIPS Society. That was always to be the foundation of the LIPS Society.

Q. How were you helping the LIPS Society by giving money to Mrs. Signe Bartsch? A. So we wouldn't lose the premises where the LIPS Society would be.

Q. The property that was being paid for was in the name of Mrs. Bowes—right? [149] A. I don't know.

Q. You never inquired, you just would hand out your money? A. Yes.

Q. On the request of Mr. Bartsch? A. Yes.

Q. Who has a room in your house? A. Yes.

Q. Now, would you recognize Mr. Bartsch's signature? A. Yes.

Q. Would you say that represents a loan of a substantial amount from Mrs. Bowes? A. Yes, I would say so.

Q. An amount of what? A. \$1,300.

Q. So Mrs. Bowes lent at least Henry Bartsch \$1,300, is that correct? A. That is what it says, I guess so.

Q. So we have established that at least \$1,300 was given by Mrs. Bowes to Mrs. Signe Bartsch or her son from Mrs. Bowes? A. I am not a lawyer.

MR. MUNDY: Your Honor, if I might object at this [150] point. I don't know what Mr. Ritz is doing through my witness introducing items like that. These items are not evidence. This is cross-examination during which time nothing is being introduced.

MR. RITZ: Your Honor, then at this time, I would like to introduce this as a Defendant's Exhibit.

MR. MUNDY: Objection, Your Honor. He can't introduce it through this witness.

MR. RITZ: I would like to have it marked, Your Honor. We can call Mrs. Bowes.

THE COURT: Mark it for identification. We will take everything subject to it being stricken.

THE DEPUTY CLERK: As a Defendants' Exhibit?

THE COURT: Just mark it for identification for the time being.

(Defendant Bowes' Exhibit No. 1 was marked for identification.)

MR. MUNDY: In that same vein, Your Honor, I move that all of his questions based on this Exhibit be stricken.

THE COURT: No. I will take the testimony.

THE DEPUTY CLERK: Defendant Bowes' Exhibit No. 1 for identification.

[151] MR. RITZ: Just one other question.

BY MR. RITZ:

Q. Mrs. Miller, you said you gave in the neighborhood of \$8,000, is that correct? A. Yes.

Q. Directly to either Mrs. Bartsch or to the LIPS Society? A. Yes.

Q. At your deposition you said you paid about \$2,000. A. Sir, I didn't have all my checks in. Later, after the deposition, I went through all my records. I saw Mr. Walshe's records, and that is what I brought it up to.

Q. So some of the additional money that you came up with today was paid to Signe Bartsch? A. And by me. When you took the deposition, I didn't have all my checks together. And I also said when I answered the question I would prefer to have all my checks because I knew I didn't have them all.

Q. All your checks to Signe Bartsch or Henry Bartsch? A. All my checks for payments on 126 C Street on behalf of the LIPS Society.

Q. This Society is a separate corporation, isn't it? A. It's a corporation.

[152] Q. It's a corporation. It's separate, it's members of the Society are separate legally, or do you know? A. I don't know.

MR. MUNDY: Objection, Your Honor.

MR. RITZ: I withdraw the question.

BY MR. RITZ:

Q. The Society is a *bona fide* corporation? A. Yes.

Q. Now, did any of this money get channelled through the LIPS Society through the Walshe people who were collecting on the note? A. I didn't get that.

Q. Did you make contributions to the Society and then the Society paid the note or did you pay the note directly? A. I paid the note directly on behalf of the Society.

Q. Well, who asked you on behalf of the Society? A. Well, mostly Mr. Bartsch because Mrs. Bowes came up and was crying to him about it.

Q. So you are saying today that these payments you made over these years were made at the request of the Society? A. That's right.

Q. And the only one who ever requested it on behalf of the Society was Henry Bartsch? [153] A. Signe Bartsch.

Q. Was there ever any meeting, formal meeting, or even an informal meeting, where you sat down and someone said, look, the Society will take this money from Mrs. Miller and pay off the note? A. No, because I just paid it as it was needed.

Q. Every time Mr. Bartsch came to you and said, "I need some money" you gave him money? A. No. I am not that wealthy.

THE COURT: Did the Society have a bank account?

THE WITNESS: No, we never had enough money. We always had to scrape money together for everything.

THE COURT: It doesn't cost money to open a bank account.

THE WITNESS: I wouldn't have been in the bank very long. In fact, when these payments were due, I had to run around a lot of times trying to get money myself to help make the payments.

THE COURT: Who was the President of the Society?

THE WITNESS: Mr. Bartsch.

THE COURT: What was the stated purposes of the Society?

THE WITNESS: To prevent things like this that are [154] happening right now, where an arm of the court is delving into real estate transactions and they have inner knowledge of it which they should not use for their own purpose.



THE COURT: Who told you that?

THE WITNESS: I just know by the facts of the case. I figured that out myself.

THE COURT: All right. Any further questions?

BY MR. RITZ:

Q. The note that you bought from Mr. Popowsky, do you know that Mr. Popowsky bought it and paid Jacob Wall cash for the note? A. I only know I bought it from Mr. and Mrs. Popowsky, and anything else would be hearsay.

Q. Did you ask them how they got the note? A. No, I didn't ask them how they got the note. They said they were going to foreclose unless the note was taken up. I put up the money so they wouldn't foreclose.

Q. Who asked you to put it up? Henry Bartsch? A. Henry Bartsch. He came and told me that they were in trouble. Then I went to see them, I went to see Mr. and Mrs. Popowsky.

Q. And they are Mr. Jacob Wall's brother-in-law? A. I think so.

[155] Q. And again you went at the request of Henry Bartsch? A. Yes. After I put all of this money into it, I certainly couldn't let this happen.

Q. At his request? A. At my own option.

Q. At Mr. Bartsch's request? A. When I learned what the facts were, I realized how much money I had put in and that I would lose everything I put in this house unless I bought up the trust, so I bought up the trust.

Q. Mrs. Miller, when you learned the facts as to what? That Mrs. Bowes was willing to sell the property? A. No. When I learned the facts that —

Q. What facts, Mrs. Miller? A. I am trying to tell you if you will let me.

MR. BARTSCH: Let the witness answer.

THE WITNESS: Mr. and Mrs. Popowsky were desperately in need of money. They said they would foreclose on 126 C Street unless this trust was taken up. Mr. Walshe came and told me of this fact.

BY MR. RITZ:

Q. Mr. who? A. I mean Mr. Bartsch. I realized that if this prop- [156] erty were foreclosed, that all the money that the LIPS Society had put in would be lost. So I advanced the money on behalf of the LIPS Society so that all the work that we had been doing for the past eighteen years would not go down the drain. That is all we have been doing for eighteen years now.

Q. Where is the note? A. Here it is, right here.

MR. RITZ: May I see it?

(Document handed to counsel.)

BY MR. RITZ:

Q. Could you show us how it goes to Mr. Popowsky? Where are the endorsements on the note? Do you know?

A. This is what I have from Mr. Popowsky.

Q. I have a copy of that, too, Mrs. Miller. Where is the endorsement on the note showing how it got to the Popowskys? A. You will have to ask Mr. Walshe that.

Q. Do you mean you just took somebody's word that this note was held by Popowsky and he was going to foreclose and you gave more money at the request of Mr. Bartsch? Is that correct? A. I paid Popowsky so he wouldn't foreclose.

[157] Q. You don't even know, Mrs. Miller, do you, whether that note was legally held by the Popowskys? A. Yes, I know it was legally held by them.

Q. Show us where it is endorsed, with or without recourse to Mr. and Mrs. Popowsky.

MR. BARTSCH: If the Court please, counsel is badgering the witness. Let him give her a chance to answer.

THE WITNESS: I have this letter from P.G. Walshe, Co., Inc.:

"Mr. Theodore Popowsky and Mrs. Marion Popowsky  
1329 Delafield Place, N.W.  
Washington 11, D.C.

"Paid in full this date, the first trust secured on Lot 19, Square 574, 126 C Street St., N.W. on the following: balance of principal on note, \$1,544.33. Interest from August 7, 1962 to April 13, 1964, \$49.56. Redeemed

tax sale for second half of 1963 taxes, \$235.65. First half of 1964 real estate taxes, \$134.51, second half of 1964 real estate taxes, \$126.94, total amount \$2,090.00."

MR. RITZ: No further questions, Your Honor.

THE WITNESS: I am not finished with my answer yet.

THE COURT: Just a minute. No one has even bothered [158] to offer it in evidence.

THE WITNESS: I haven't finished.

THE COURT: I am going to start the whole thing and you can start all over. Mark it for identification and see what it is.

Strike the whole line of testimony about that note. Mark it for identification and ask the proper question.

MR. RITZ: The note, Your Honor?

THE COURT: I don't know what she is reading.

MR. RITZ: I don't either. She wouldn't let me see it.

THE COURT: Whatever she is reading from, mark it for identification, and let's see if it is admissible.

MR. RITZ: Mark it as theirs, I guess.

MR. MUNDY: I don't know how you are going to put it in for us.

MR. RITZ: The Court has just asked that it be marked for identification.

THE DEPUTY CLERK: I don't know how to put it.

MR. MUNDY: I am going to put it in, Your Honor, through Mr. Popowsky, who is going to be a witness.

THE COURT: All right. Mark it for identification. It has been referred to all through the testimony.

[159] MR. RITZ: If he is going to introduce it later, I have no further questions of the witness.

THE COURT: Any redirect?

MR. BARTSCH: I would like to put some questions to Miss Miller, if I may.

#### REDIRECT EXAMINATION

BY MR. BARTSCH:

Q. Do you know Mr. Rex K. Nelson? A. Yes.

Q. And Mr. Eugene X. Murphy, the plaintiffs in this case? A. Yes.

Q. How long have you known Mr. Nelson? A. Since 1948.

Q. What were the circumstances of that acquaintance? A. When I first started my reporting business, I had an office in their suite of offices.

Q. Have you seen Mr. Nelson more or less continuously since then? A. Yes.

Q. Have you always considered him to be a friend of yours? A. I have.

[160] Q. Do you of your own knowledge know whether the president of the LIPS Society, Henry Bartsch, also has an acquaintance with Mr. Nelson? A. Yes.

Q. Do you know for what length of time he has had that acquaintance?

THE COURT: How would she know, Mr. Bartsch?

MR. BARTSCH: Because she was present.

THE COURT: What is the relevancy anyway?

MR. BARTSCH: I have a motion before the Court, Your Honor, to say that these plaintiffs have taken unfair advantage of their office as attorneys and I want to establish that they are well acquainted, they have dabbled in real estate, Your Honor, in violation of their trust as attorneys. Under Canon 10 of the Canon of Ethics of the American Bar Association, which I believe governs this Court as well as lawyers over the country, it is reprehensible for an attorney to buy an interest in a matter in which he has been litigating, and which he is still according to the records of this Court.

THE COURT: Do you want to try that case here now?

MR. BARTSCH: No, sir. But I want to establish this fact.

THE COURT: Well, you can establish that before the [161] Grievance Committee of the Bar Association. Don't try that case in this Court. Let's get on to the relevant, material facts. Strike those last two or three questions.

Go ahead.

MR. BARTSCH: May I note an exception, Your Honor?

THE COURT: Certainly you have an exception. Take your complaints about actions of attorneys to the Bar Association, not to this Court.

MR. BARTSCH: I believe it is a matter of interest to this Court.

THE COURT: It will come to the Court in due course if and when the complaint is upheld.

BY MR. BARTSCH:

Q. Do you know of your own knowledge whether under the deed of trust of which you have a copy, the debtor under the deed of trust, the debtor under the note, is obligated to keep up the taxes on the property? A. Yes.

THE COURT: Which deed of trust are you talking about?

MR. BARTSCH: The deed of trust which she has in her hand.

THE COURT: If you are going to use the document, mark it for identification.

[162] MR. BARTSCH: Has it already been marked, your Honor?

THE COURT: I don't know.

(Short pause.)

THE COURT: While we are waiting, Mrs. Miller, as an officer of this organization, is this supposed to be a charitable organization?

THE WITNESS: Yes.

THE COURT: Did you get receipts for your contributions?

THE WITNESS: No, I never got receipts.

THE COURT: You never claimed tax deductions?

THE WITNESS: I tried to but I was told by Internal Revenue I could not because it was not, you know, it didn't have that status. But I tried to. I paid taxes on everything.

THE COURT: Go ahead.

MR. BARTSCH: I have here a deed of trust dated the 7th of July 1948, and I believe that this document is covered by the stipulation of counsel that anything recorded by the Recorder of Deeds would be accepted here.

It is a deed between Henry G. Bartsch, Elsie N. Bartsch, his wife, to Leo Walshe and Bart Walshe, trustees.

THE COURT: Does that have anything to do with this case?

[163] MR. BARTSCH: It has everything to do with the case, your Honor.

THE DEPUTY CLERK: Defendants No. 5.

(Defendants' Exhibit No. 5 was marked for identification.)

THE COURT: This is Mrs. Bowes?

MR. BARTSCH: This is the deed of trust under which the payments have been made, your Honor.

THE COURT: This is the transfer to Mrs. Bowes?

MR. BARTSCH: No. This is the deed of trust in the amount of \$13,500.

THE COURT: In connection with the sale?

MR. BARTSCH: It is referenced in the deed which Henry Bartsch gave to Mrs. Bowes in 1950.

THE COURT: That's what I wanted to know. All right.

MR. BARTSCH: I also ask to be marked for identification, a note, which is secured by the deed of trust just identified.

THE DEPUTY CLERK: Defendants Exhibit No. 6 marked for identification.

(Defendants Exhibit No. 6 was marked for identification.)

[164] BY MR. BARTSCH:

Q. I hand you, Miss Miller, a document called a deed and two notes, and I ask you if you are familiar with the same?  
A. Yes.

Q. Can you identify them? A. This is the first trust note that I had purchased from Mr. and Mrs. Powpowsky.

Q. And the deed of trust, how do you identify that? A. Which one? This one?

Q. It's marked as an exhibit for identification, No. 5. Have these ever been in your possession? A. Yes.

Q. From whom did you acquire them? A. Mr. and Mrs. Powpowsky? A. Yes.

Q. Are they still in your possession? A. Yes.

Q. How much did you pay for them? A. I paid in two checks. One for \$1500 and one for \$914.83.

Q. Did Henry G. Bartsch contribute anything toward the

purchase of those notes? A. I think he made up some change. The amount was in- [165] correct. There was some change that was not on the check and he put the balance in change in there.

Q. I ask you whether you have had occasion to examine these documents, particularly the note, and find if Mrs. Mary V. Bowes, whom you have testified as to already today, has any place assumed these payments? A. No.

Q. Have you found any endorsement where the name Mary V. Bowes is signed? A. No.

Q. Her payments on this note, if any, have been volunteered, would you say? A. They must have been.

Q. Just as your payments were voluntary? A. Yes.

THE COURT: Can somebody establish the chain of how did this get to the Powpowskys?

MR. BARTSCH: Off the record, please. It was purchased, your Honor.

THE COURT: From whom?

MR. BARTSCH: By Jacob Wall from the Associated Sulpicians, an educational society for the education of priests, who was the holder of the note. The trustees were [166] Bart Walshe and Leo Walshe of P.J. Walshe, Inc. And the note was in the possession of either of the Walshes or the Sulpicians and the trust was held by the Walshes.

The trust is that trust which was identified in the deed which Henry Bartsch gave to Mrs. Bowes in 1950, and it was specifically stated that she would take title subject to this —

THE COURT: I just wanted to get the chain.

MR. BARTSCH: I think the evidence with respect to this can best come from the Powpowskys, your Honor. I merely wanted to establish how Miss Miller acquired it.

I think the Court can take judicial notice of the provisions in this deed of trust covering the payment of taxes and the obligation of the note debtor to pay the taxes on the property. So for that reason, it isn't necessary to elaborate on that with Miss Miller's testimony.

That's all I have.

~~Take~~ that these be admitted into evidence.

THE COURT: They will be admitted.

(Defendants Exhibit Nos. 2 through 6 received in evidence.)

[167] RECROSS-EXAMINATION

BY MR. MURPHY:

Q. Miss Miller, do you know me?

Q. My name is Eugene X. Murphy? A. Yes.

Q. Did you state on the record that you had an office with me? A. No, I never had an office with you.

Q. Didn't you state that when you opened your office that you had an office with Murphy and Nelson? A. No. Mr. Nelson and Mr. Ewing and Mr. Burns.

MR. BARTSCH: I don't like to object, but I believe that was answered on direct examination and was ruled out.

THE COURT: I don't see any relevancy to this. He was trying to lay the foundation for some kind of disciplinary proceeding before the Bar Association. I'm not going to go into that.

MR. MURPHY: I just want to note that I did not know Miss Miller and I did not have any dealings with her.

MR. MUNDY: Objection.

MR. BARTSCH: Objection.

THE COURT: Oh, gentlemen, sit down and let's try the case. Let's get to the relevant issues.

[168] MR. MUNDY: Just one or two questions, Miss Miller.

REDIRECT EXAMINATION

BY MR. MUNDY:

Q. Miss Miller, you said that you were present when Mr. Bartsch delivered money to Mrs. Bowes that had been given to him by LIPS to make payments? A. Yes.

Q. Mrs. Bowes then knew that LIPS was contributing? A. Yes.

Q. Did she ever object or ask LIPS not to contribute? A. No.

Q. Now, did she ever indicate to Mrs. Bartsch, Signe Bartsch, that she was in need of this help for the payments on the house? A. Yes.



Q. Were you present? A. No.

MR. RITZ: Object then, Your Honor.

THE COURT: The answer will be stricken.

THE WITNESS: As a result of that, though, I gave Mrs. Bartsch money.

BY MR. MUNDY:

Q. Miss Miller, do you have those checks for the [169] payment on the note? A. Yes.

Q. Do those checks bear your signature? A. Yes.

Q. What are the amounts of those checks? A. \$1500 and \$914.83.

Q. To whom did you pay these checks? A. Mr. and Mrs. Powpowsky.

Q. They were the previous note holders? A. Yes.

Q. Was this to buy an interest in the property for LIPS? A. For LIPS, yes.

MR. MUNDY: I ask that these be marked as Defendants LIPS Exhibits sequentially after the others.

THE DEPUTY CLERK: Defendants Exhibit No. 7 for identification.

(Defendants' Exhibit No. 7 was marked for identification.)

MR. MUNDY: Your Honor, for the record, I would like to indicate that LIPS is making no claims or accusations against Messrs. Murphy and Nelson with respect to their interest in the property or their efforts to acquire an interest. When we say that they are not bona fide purchasers, [170] I am speaking exclusively of the fact that they knew or had some basis for awareness that LIPS members had some claim in the property—nothing to do with the fact that they had represented Mrs. Bowes or represented anyone else in this matter.

THE COURT: I am accepting your proffer. That's all.

MR. MUNDY: I beg your pardon?

THE COURT: I say I haven't seen any evidence at all that LIPS is involved in this case. These are purely volunteers. I don't see anything so far, but go ahead.

MR. MUNDY: I am going to establish that through Mr. Bartsch.

THE COURT: Maybe you can do it through Mr. Bartsch.

MR. MUNDY: Your Honor, it might be crucial to determine whether or not Your Honor will permit the impression of a trust in this proceeding, because admittedly that is our case.

THE COURT: Under certain circumstances, you can impress a trust.

MR. MUNDY: These are the circumstances, Your Honor.

THE COURT: So far, all I have seen is that Mrs. Miller, at the instigation of Mr. Bartsch, was putting out her own personal funds. It didn't even filter through the [171] corporation.

MR. MUNDY: The intention of Miss Miller in making —

THE COURT: Go ahead. I will take it for what it is worth.

MR. MUNDY: Then Miss Miller should be a party.

THE COURT: Perhaps so.

MR. MUNDY: I tried to get Miss Miller made a party and I tried to get the Estate of Jacob Wall made a party.

THE COURT: Let's see what you have. I'm taking this whole case into evidence and I am going to sort it right out again. I am going to decide on what I think is relevant and material. It is like trying a conspiracy case; you never know what is relevant and material.

MR. MUNDY: Yes, Your Honor.

I have no other questions of Miss Miller and ask that she be excused.

THE COURT: You may be excused.

\* \* \*

[172]

BART P. WALSHE

\* \* \*

#### DIRECT EXAMINATION

BY MR. MUNDY:

Q. Would you please identify yourself. A. Bart Walshe, president of P.J. Walshe, Inc.

Q. You say that is a corporation? A. Yes, sir.

Q. Now, Mr. Walshe, does your company, has it had any connection with respect to the premises at 126 C Street,

Northwest? A. Yes. We were instrumental in placing a first trust [173] loan on this property.

Q. When did you place that? A. Well, it started in 1948, \$7,000, and then because of some improvements to the property, this loan was increased to \$13,500, I think it was, in 1950.

Q. Now, was your company instrumental in collecting the payments on this property? A. Yes.

Q. For what period? A. For the whole period of the note. That is, up until the spring of '64 when it was paid in full.

Q. Who paid the note in full? A. Mrs. Powpowsky made the final payment on it.

Q. How much was the final payment? A. \$1500. I got the letter right here. \$1,593.89.

Q. That was in 1964? A. No. I'm sorry. That was March 10, 1966.

Q. 1966? A. Yes.

Q. Do you know where the note is now. A. I don't know. I couldn't tell you that.

Q. From the date that you placed the trust in '48 until the date you just testified to, 1966, did your company make [174] the collections on that note? A. Yes, sir, we did.

Q. Have you ever seen Mary Bowes before? A. Not to my knowledge, not that I recall.

Q. Do you ever recall seeing her come in there to make any payments? A. No, sir, I don't.

Q. Have you ever seen Wilma Miller before? A. Mrs. Miller?

Q. Yes. A. Yes, I have seen Mrs. Miller before on one occasion that I recall.

Q. Did she come in to make payments? A. Yes.

THE COURT: Payment, is that what you are saying?

THE WITNESS: Only one I recall, your Honor.

THE COURT: A payment.

THE WITNESS: I don't know how many was involved. Usually there was four or five involved at times.

BY MR. MUNDY:

Q. She made one payment that would cover more than one period? A. Yes, I would say so.

[175] Q. Now, what was the usual status of this note during this period? A. It usually ran three, four, five months behind, and maybe a year or a year and a half behind in taxes.

Q. Were there any efforts made toward foreclosure? A. There were quite a few letters written to that effect stating that we would foreclose if payments were not made at such and such a date. And then I remember at one time, after going through some of these letters, that the property was advertised and those costs were paid.

Q. Do your records indicate exactly who made each payment? A. No, sir.

Q. Do you remember how much the payment was that Miss Wilma Miller made? A. No, sir.

Q. Are you familiar with the P.J. Walshe stamp? A. Yes.

Q. These are all attached, but these are all checks that have been introduced into evidence. I ask if you can look at those, the marking on the back, and indicate whether or not those were checks received by your company? A. Payable to the compnay.

[176] Q. Is that your stamp? A. That is our stamp for deposit only by us.

Q. Who was that check written by? A. Written by Mrs. Miller. I can't make out the first name.

Q. What is the amount? A. Wilma Miller.

Q. What is the amount? A. The first check is \$105.

Q. Do you know what that check represents? A. Well, it has on here "126 C Street, N.W." so it must represent a montly payment of some sort.

Q. Could you look at the next check. A. The next check —

THE COURT: Refer to them by numbers of identification.

MR. MUNDY: I'm sorry. The first one was Defendant's

Exhibit No. 1, Your Honor. But there are several checks on here and I don't know how we are going to identify them for the record.

THE COURT: Do them by date.

MR. MUNDY: The first check was November 4, 1957.

THE COURT: That was in what amount?

[177] THE WITNESS: \$105.

BY MR. MUNDY:

Q. Now, would you proceed to the second check there.

A. The second check is dated February 19, 1958, payable to Leo A. Walshe in the sum of \$374.96, signed by Wilma A. Miller.

Q. Is that your endorsement on the back? A. And it has my brother's signature and the deposit endorsement of the corporation.

Q. Fine. Does that check indicate what premises it relates to? A. No, sir, it does not.

Q. Did Wilma Miller have any other account with you? A. No, sir.

Q. No other account? A. No.

Q. Fine. Go right ahead to the next check. A. The third check is dated April 6, 1957, payable to P.J. Walshe, Inc., in the sum of \$102. It is a check from the Miller-Columbian Reporting Service and signed by Wilma A. Miller.

Q. Does that bear your endorsement? A. It bears the P.J. Walshe, Inc., endorsement on it.

[178] Q. Fine. Will you proceed. A. The next check is dated August 6, 1958, payable to P.J. Walshe, Inc., in the sum of \$102, and it has written on the check "Mortgage on 126 C Street, N.W."

Q. Do you know who wrote the word "Mortgage" on that check? A. No, I wouldn't. I couldn't tell you, but it looks like the typing is the same.

THE COURT: What date was that?

THE WITNESS: August 6, 1958, for \$102, signed by Wilma A. Miller and endorsed by P.J. Walshe, Inc., for deposit.

The next check is dated April 4, 1958, payable to "Cash" for \$65, signed by Wilma A. Miller for the Miller-Columbia, whatever that is, Reporting Service.

BY MR. MUNDY:

Q. That is your endorsement? A. There is some endorsement down in Waldorf, Maryland.

Q. On the Bank of Waldorf? A. I guess it is. I don't know.

Q. Is your endorsement anywhere on that check? A. No.

Q. Okay.

THE COURT: It has nothing to do with it?

[179] THE WITNESS: No, Your Honor.

THE COURT: Take it out.

THE WITNESS: The next check is dated September 9, 1957, payable to P.J. Walshe, \$258, signed by Wilma A. Miller.

BY MR. MUNDY:

Q. Is that your endorsement? A. P.J. Walshe endorsement.

Q. Let me ask you at this point: What is the amount of the monthly payment shown to have been on this property?

A. I think it is \$102.

Q. Can you explain why these checks — A. Wait a minute. Yes. Here it is, \$102, payable in this office, written in hand. This payment covers the installment due January 7th.

Q. Now, could you explain why the checks were in amounts sometimes different than the \$102? A. Well, it may have involved additional costs. There may have been taxes behind. I don't know what else.

Q. Were the taxes behind often? A. Oh, God, yes.

Q. You say, God, yes? A. Yes.

Q. Thank you. Go right ahead to the next item. [180]  
A. The next check is dated December 6, 1957, payable to P.J. Walshe, \$102, and it has written on it "126 C Street, N.W." Wilma A. Miller, endorsed by P.J. Walshe, Inc.

Q. Is that all that you have? A. That is all that I have.

Q. Fine. Now, you referred to a letter on March 8, 1963. A. Yes.

Q. Do you have a letter written by you on that date?

A. Written by my late brother.

Q. By your late brother? A. Yes.

Q. To whom was it written? A. It was addressed to Mr. Henry G. Bartsch and Mrs. Mary V. Bowes.

Q. Was this letter kept in the usual course of business in your files? A. Yes, out of the loan files.

Q. Now, does that letter indicate payments being made by anyone? A. I can read it: "Receipt is acknowledged"—

THE COURT: Don't read it unless it is in evidence. Mark it for identification and show it to counsel. See if [181] they have any objection.

MR. MUNDY: Strike the last question with respect to that letter, Your Honor.

BY MR. MUNDY:

Q. Mr. Walshe, who would ordinarily and customarily in your office receive the payments? A. The girls at the front desk.

Q. Are they still employed by you, the ones that would have been there receiving payments on this property? A. Only the last few payments. I would say 1964, 1965 and 1966.

Q. And you never personally saw Mrs. Bowes — A. No, I don't recall.

Q. — come in to make a payment or for any other reason? A. No, sir.

MR. MUNDY: I have no other questions, Your Honor.

Your witness, Mr. Murphy.

#### CROSS-EXAMINATION

BY MR. MURPHY:

Q. Mr. Walshe, is there anything on any of these checks saying that was paid on behalf of LIPS? A. Those checks I just looked at?

Q. Yes. [182] A. No, sir.

Q. Is there anything on there that shows that they went to the account of Mary V. Bowes? A. No, except that two

of them I read "126 C Street, N.W." was typed on the bottom of it.

Q. Now, Mr. Bartsch brought these checks in to you?

A. That I couldn't say.

Q. But Miss Miller never did, you say, except one occasion? A. That's the only occasion that I recall. There may have been others.

Q. Did I understand you to say that the final balance that was paid off was \$1,593? A. \$1,593.89, yes, sir.

Q. Does your record indicate who paid that? A. The letter was addressed to Mrs. Theodore Powpowsky, and I wrote this letter for her to use as evidence to the fact that she did make the final payment.

Q. That was to be used as evidence in what? A. If they ever needed it. I don't know. She just wanted to have something that would show that she did make the payment.

MR. MURPHY: I have no further questions.

[183] BY MR. RITZ:

Q. Mr. Walshe, I am going to show you what is marked as Plaintiffs' Exhibit 4, quite a few, they consist of quite a few checks.

MR. BARTSCH: Objection. This goes beyond the scope of direct examination conducted by Mr. Mundy. If Mr. Ritz wants to make this party his witness, he may do so, but I would like to have an opportunity to cross-examine him on the subject matter of the direct examination already presented.

THE COURT: The objection is overruled. Go ahead.

BY MR. RITZ:

Q. Mr. Walshe, would you identify these deposit stamps on the back as being your firm's deposit stamps? A. There is one here our stamp is not on here.

Q. Well, except just for the one —

MR. MUNDY: I can't hear you.

MR. RITZ: I just told him to hold the space he pulled the check out of. But go ahead, Mr. Walshe.

BY MR. RITZ:

Q. Just those that are stamped, will you identify those



with the Walshe Company stamp. A. Here is another one without the stamp. This one is okay.

[184] THE COURT: While he is looking, are the ones without the stamp made out to P.J. Walshe?

MR. RITZ: Yes, Your Honor, it is made out to P.J. Walshe and cancelled by the National Bank of Washington.

THE COURT: It has gone through the clearing house, in other words?

MR. RITZ: Yes, Your Honor.

BY MR. RITZ:

Q. Was that the bank you were using? A. It is our bank, yes. These here all have our stamp on them.

Q. Mr. Walshe, the payment by Mrs. Powpowsky, that was not a purchase of the note, it was a payment of the balance due, is that correct? A. That's correct.

Q. Did you then release the deed of trust? A. I marked the note paid and cancelled.

Q. You are the trustee, are you not? A. Yes.

Q. So it is just a matter then of getting the trustee to release the deed of trust to clear this mortgage on the property? A. That's right.

[185] Q. This was March 10, 1966? A. Yes.

Q. Now, you testified that some time in 1950 the original— A. Around that date. That is when I wrote this letter for Mrs. Powpowsky: "Said sum being payment in full," and she made that on April 13, 1964. That's when the payment was made.

Q. April 13, 1964, the sum of \$1,593.89 was paid? A. That's right.

Q. So since April 13, 1964, in fact, this property was clear of any lien? A. So far as I know.

Q. Now, you testified, Mr. Walshe, that back in 1950 the original mortgage was raised from \$7,000 to \$13,500. Can you give us an exact date. A. Let me see if the jacket has it on there. I have here the jacket which says that it was settled at the title company on July 9, '48.

Q. 1948, not 1950?

THE COURT: You testified before it was settled in 1948 and then it was increased in 1950.

THE WITNESS: I know I did, Your Honor. But it looks [186] from this jacket that it was \$7,000 originally and then in the same year — this is a title insurance policy for \$14,000 dated July 17, 1948.

MR. RITZ: So it would be 1948, not 1950, that it was raised. Then it is not material.

I have no further questions.

REDIRECT EXAMINATION

BY MR. BARTSCH:

Q. Mr. Walshe, the deed of trust of which you speak dated in 1948 was to secure someone in the payment of a note evidencing the advance of monies on this property: is that correct? A. Yes.

Q. Who was the party secured? A. Associated Sulpicians of Baltimore, Maryland.

Q. In the course of your business dealings with the Associated Sulpicians as sales agent or negotiating these notes, did you give receipts or did the Sulpicians give you receipts when they received a note? A. Oh, yes.

Q. Did you hold the note or did they hold the note? A. They held the note and gave us a receipt for having received it from us.

[187] Q. And you would collect these payments on behalf of the Associated Sulpicians of Baltimore? A. That is right.

Q. And enter the payments on a ledger of your own, is that right? A. Yes.

Q. I ask you if among your papers you have ledger sheets covering and evidencing these payments as they are made?

To help you, Mr. Walshe, I will let you just look at this. This is just a copy. A. You have them, Mr. Bartsch.

Q. Who would make the entries on these papers? A. They were made either by the bookkeeper or the assistant bookkeeper.

Q. They would be made at the time of the payment, would they not? A. Yes.

Q. I ask you to look at these sheets and indicate how many payments were made thereon in total, including the

terminal payment of \$1500. It may be of help to you if you will just count the number of lines in each column.

MR. RITZ: Your Honor, I think it speaks for itself.

THE COURT: We know it was paid off. It had to be [188] paid off and cleared up in 1964.

MR. BARTSCH: One of the points is that it was paid off, that it was purchased.

THE COURT: I know. But what difference does it make whether it was a hundred payments or 102 payments?

MR. BARTSCH: Well, you have, I think, 75 checks of Mrs. Bowes here evidencing payments made on this note. I think if you will count the number of entries on this sheet, you will find that there are 182. I am not suggesting, but I wish you would verify that, roughly 182 payments.

THE COURT: Can't we stipulate as to the number and not put Mr. Walshe to the task of counting them.

MR. BARTSCH: Are you willing to stipulate to that?

MR. RITZ: We will stipulate that it contains the number it contains, Your Honor.

MR. BARTSCH: That's no stipulation.

MR. RITZ: I don't see why Mr. Walshe has to count. The note has been in evidence, and anyone that wants to can count the lines.

MR. BARTSCH: I want to establish the amount of money that has been paid on this note.

THE COURT: Let's mark the sheets in evidence and I will do the counting. Let's get on with the case.

[189] Mark them in evidence.

(Defendant' Exhibit No. 8 was marked for identification and recived in evidence.)

BY MR. BARTSCH:

Q. Mr. Walshe, you made some reference to the original note of \$7,500. Was that covered by the same deed of trust or by another deed of trust? A. To my knowledge, it would be another deed of trust.

Q. Which would have been released? A. Released and then a new note put on.

Q. And this deed of trust which relates to this property only covered this \$13,500 note? A. That is correct.

Q. And the date of the first payment, according to your records there, is what? A. August 10, 1948.

Q. May I ask, to explain the bookkeeping here, the first column is indicative of what? A. Date of payment.

Q. The second column? A. The date on which it was due, August 7, September 7.

Q. The second column then is the due date? [190] A. That is right.

Q. And the third column? A. Interest.

Q. Which had accrued to the due date? A. That's right.

Q. And the fourth column? A. Applied to the principal.

Q. What amount is applied to principal? A. That's right.

Q. The third and fourth columns together are supposed to add up to \$102, is that right? A. That's right.

Q. And the fifth column? A. Well, that would be the balance of principal due.

MR. BARTSCH: Good. That is all that I wish to ask. And I ask that this document — do you care to look at it?

MR. MURPHY: Your Honor, I would like to ask Mr. Walshe one question pertaining to this before you mark them in evidence, I would like to ask a question pertaining to these documents.

MR. BARTSCH: Let me ask the witness:

BY MR. BARTSCH:

Q. There are some notations on here "Paid," and others. Can you tell me what they signify? [191] A. They are all the same date, April 13, 1964, when Mrs. Powpowsky made final payment.

Q. There is some reference there, I believe, to a George — A. I wouldn't know anything about that.

Q. And to Wilma Miller, reference there to her, and to Signe Bartsch? A. It has Mrs. Miller's address. Here is Mrs. Bartsch. There is written here in pencil, brochure of Mrs. Bartsch, George H. something.

Q. Could that be "brother"? A. Brother? Brother who?

Q. Does it look that way to you, do you read it as such? A. It says Mr. George H. something, whatever that is, Grayson, Maryland.

Q. Do you know Signe Bartsch? A. I did.

Q. Do you know what relationship she bears to me? A. Your mother.

Q. Has she ever been at your office? A. Yes.

Q. Has she ever brought you money in payments on this note? A. Yes.

[192] Q. Many times? A. I couldn't swear to that. Several I know, but as to many, I couldn't say.

Q. Have you any letters evidencing impending foreclosures of the property for default in your file? A. Yes, I do.

MR. BARTSCH: Might we have those.

(Documents handed to Mr. Bartsch.)

MR. BARTSCH: I will offer these for identification. This is the ledger of P. J. Walshe relating to a note owned by the Sulpicians of the United States, and bearing a receipt, 31st day of July 1948.

THE DEPUTY CLERK: Defendants Exhibit No. 8 marked for identification.

MR. BARTSCH: Now, may I have the letters.

MR. RITZ: Your Honor, to save time, we will stipulate that there were letters written by Walshe indicating that foreclosure was imminent.

THE COURT: He has testified to that already.

MR. BARTSCH: I would like to identify the dates. That's all.

Would you care to look at these. May I read the dates on these, Your Honor?

[193] MR. RITZ: I object to this, if the Court please.

THE COURT: Just a minute. They are not in evidence. They are not to be read. Do you have objection?

MR. RITZ: We have no objection to them going in, Your Honor, and the dates are on them.

MR. MURPHY: No objection, Your Honor.

THE COURT: Put them in. Offer them as one exhibit.

MR. BARTSCH: May we have him testify as to the dates?

THE COURT: All right. But first mark them in evidence. Put them in one envelope and call it one exhibit number.

THE DEPUTY CLERK: Defendants Exhibit No. 9 for identification.

(Defendants Exhibit No. 9 was marked for identification.)

THE COURT: Mr. Walshe, may I ask you, what are these?

THE WITNESS: These are letters, Your Honor, saying that if certain payments, and so forth, on installments of the note or taxes are not made within so many days, proceedings will be started to foreclose.

THE COURT: Very well. They will be admitted into evidence as one exhibit.

(Defendants Exhibit No. 9 was received in evidence.)

MR. BARTSCH: I wish to identify these letters by the following dates:

December 20, 1951; February 19, 1952; May 23, 1952; December 16, 1953; June 19, 1953; January 19, 1954; January 20, 1954; July 15, 1955; January 10, 1956; April 17, 1956; July 11, 1956; October 8, 1956; December 17, 1958; March 9, 1959; February 6, 1959; October 6, 1960; October 7, 1960; January 28, 1963; January 11, 1963; March 8, 1963; April 8, 1955; May 20, 1963; March 25, 1963; July 12, 1963; December 9, 1963; January 14, 1964; January 7, 1964; and March 27, 1964.

BY MR. BARTSCH:

Q. I ask you, Mr. Walshe, were these notices sent in good faith? A. They certainly were.

Q. If the payments on the property had not been caught up, would foreclosure have resulted? A. That is correct.

Q. Have you had previous experience with foreclosures relating to the party Bartsch in this case? A. I think so, yes.

Q. How many houses would you say you had foreclosed [195] which —

MR. MURPHY: Objection.

THE COURT: What is the relevancy of this?

MR. BARTSCH: I want to establish that this was serious and that the party Bartsch well knew what it was to lose property.

THE COURT: All right. Let's stop the questioning right there, Mr. Bartsch. It has no relevancy to this case at all.

MR. BARTSCH: I offer these in evidence.

THE COURT: Strike the last question and answer.

MR. BARTSCH: That is all the examination.

MR. MUNDY: Just a few questions, Your Honor. There are some cash receipts paid by Wilma Miller from the P.J. Walshe Company I wanted him to introduce. There are two receipts and a letter from Miss Miller.

BY MR. MUNDY:

Q. Can you identify the signature here? A. Yes, this is the signature of Miss Martha Lewis.

Q. How much does this indicate in the way of payment by Miss Miller? A. \$374.96, dated February — that doesn't have a date on it.

Q. The date has been punched out, hasn't it? [196] A. The letter is 1958.

Q. That's a cash payment? A. Either cash or check.

THE COURT: Just a minute. Are you trying to make this evidence in addition to the check payments?

MR. MUNDY: Yes, sir.

THE COURT: But Mr. Walshe has just said that he can't establish whether it is cash or a check.

MR. MUNDY: Well, Your Honor, it will be established by the date on here. It is February 19 something.

THE COURT: Does it say whether it is folding money or a check?

MR. MUNDY: It doesn't say.

THE WITNESS: No, Your Honor.

BY MR. MUNDY:

Q. What does it say it is for? A. Note collectors expense, \$10, three installments at \$102, taxes 1957, \$58.96.

Q. Three installments at \$102? A. That's right.

Q. Plus the other items? A. That's right.

Q. Is there another receipt that you can identify? [197] A. There is another one here dated September 9th — it looks like a one.

Q. 1951, you think? A. It looks like a one.

THE COURT: Please identify from whom they were received?

THE WITNESS: Received from Wilma A. Miller.

MR. MUNDY: Both were received from Wilma A. Miller, Your Honor.

THE COURT: What are the amounts?

THE WITNESS: \$374 and the amount of this one is \$258.

THE COURT: What dates?

THE WITNESS: September 9, 1951.

THE COURT: What was the other one?

THE WITNESS: The other one was February 19, and then the year has been punched out.

MR. MUNDY: There's a hole punched out.

BY MR. MUNDY:

Q. Now, is there a letter that is here? A. Yes. It has no initials on it as to who had the letter written or dictated, but it is directed to the Miller-Columbian Reporting Service, attention Mrs. Wilma A. Miller. It is dated November 5, '57: "This will acknowledge and thank [198] you for your check for \$105 covering note payment on 126 C Street, N.W., in the name of Henry G. Bartsch. This money has been applied as follows to the loan: interest, \$31.22; principal, \$73.78. Balance due, \$7,418.47 on the loan itself."

MR. MUNDY: Thank you. I ask that these be marked for identification.

Let me ask you this while it is being marked, if I may:

BY MR. MUNDY:

Q. In whose name was the account in on 126 C Street?

A. It started out in the name of Henry G. Bartsch.

Q. Did it ever go into Mrs. Bowes' name? A. We sort of put the two together, Mr. Bartsch, and Mrs. Bowes.

Q. Now, the question was asked by Mr. Ritz whether Miss Miller, some of Miss Miller's checks indicated direct payments on 126 C Street. I ask you again: Did Miss Miller have any other business with the Walshe Company, P.J. Walshe Company for which she was making payments? A. No.



Q. The only thing she was paying there was on 126 C Street? A. That's right.

Q. So it is a fair assumption, is it not, that all of [199] the payments were on 126 C Street? A. I would say so, yes.

Q. Now, you stated that the property was clear of liens in 1964, cleared of liens in 1964 but that the note was not bought until March of 1966. A. No. I was wrong. I gave you the wrong date there, Mr. Mundy.

Q. I thought so. Can you clarify that. This came up on cross-examination. A. This letter that I wrote to Mrs. Powpowsky states: "This is to evidence the fact that you paid to the office of P.J. Walshe, Inc., on April 13, 1964, the sum of \$1,593.89.

Q. So from '64 on the note was with someone else, is that correct? A. That's right.

MR. MUNDY: Thank you.

THE DEPUTY CLERK: Defendants No. 10 for identification.

(Defendants Exhibit No. 10 was marked for identification.)

THE COURT: Mr. Powpowsky?

MR. MUNDY: No, Mr. Powpowsky bought the note. Miss Miller bought the note in turn from Mr. Powpowsky to stop Mr. [200] Powpowsky from foreclosing.

THE COURT: This is acknowledging receipt of money from Mrs. Powpowsky?

THE WITNESS: That is correct, Your Honor, Mrs. Powpowsky.

MR. MUNDY: She bought the note from the Sulpicians through Mr. Walshe. Is that correct?

THE COURT: Why would she be paying it off? Did she own the note?

MR. MUNDY: No. Mrs. Powpowsky did not buy the note until March of 1964, and she paid consideration to the previous note holder who was the Sulpicians. Then in '66 Wilma Miller bought it from the Powpowskys.

THE COURT: All right.

MR. MUNDY: And with that, I am ready to call the Powpowskys.

No other questions.

MR. MURPHY: One short question.

RECROSS-EXAMINATION

BY MR. MURPHY:

Q. I show you these ledger sheets which I believe are Defendants Exhibit No. 8 for identification. In that it shows that in 1950 that Mrs. Mary V. Bowes was the owner of that [201] property, is that correct? A. That's what we were advised: that Mr. Bartsch had at that time deeded the property over to her.

Q. Now, is that the writing of somebody in your office? A. Yes, it is, or was in the office. They are not in there now.

Q. Now, this pencil writing on here, Mrs. Bartsch and these other names, whose writing is that? A. I don't know.

Q. You don't know that writing? Was that writing on the original record when it was made? A. What do you mean, on the original record?

Q. That wasn't put on the original. When was that put on there? A. I don't know.

Q. Who put it on, do you know? A. It could have been any of the girls in the office, but I just don't recognize the writing.

Q. Could it be anybody else? A. Nobody else except someone in the office.

Q. These records were not shown to anybody else? A. No. They were in our possession until paid.

THE COURT: You say until paid. Where did these [202] come from?

THE WITNESS: Well, I had them in the office until Mr. Mundy and Mr. Bartsch came in and went through these ledgers.

BY MR. MURPHY:

Q. Did they make photostats of them? A. Yes.

Q. Did they take them out to make them, or did they make them in the office? A. They took them out.

Q. Took them out to make them. Was that writing on there when they took them out? A. I couldn't swear to that, sir. I don't recall. Maybe one of the girls in the office did. I wouldn't know.

Q. What is the meaning of this which I am reading? It says "Paid 4/13/64," and right next to it you have "Mary V. Bowes." Does that mean that Mary V. Bowes paid it? A. No, sir.

Q. What does it mean? A. That's the date that Mrs. Powpowsky made the final payment.

Q. Is there anything on there that says that Mrs. Powpowsky paid it? [203] A. Not on there, no.

Q. Anything on that note? A. No. It just says "Paid."

Q. It just says it was paid and the name Mary V. Bowes is there? A. That was written before that. That was written at the time. That is just the address, reference for the ladies in the office. That is all that was.

Q. Did I understand you correctly to say that there were payments due in the amount of \$1530, whatever it was, and that Mrs. Powpowsky came in and paid off the payments and then you gave her the paid note? A. I don't recall just how we handled the notes. I know she came in and made the payment because I gave the letter to her.

Q. The payments were due at that time, weren't they? A. That's right.

Q. So the payments that she made were due and owing at the time they were paid? A. That's right.

Q. In the amount of \$1530 or whatever it was? A. That's right.

[204] Q. You did not sell her the note? A. I couldn't tell you. I don't know what you could call it. We just marked it paid.

Q. You didn't assign that note to Mrs. Powpowsky or anybody else? A. No, I didn't assign it to anyone.

MR. MURPHY: I have no further questions.

MR. RITZ: Just one, Your Honor.

BY MR. RITZ:

Q. Mr. Walshe, after April 13, 1964, when the Powpow-

skys paid the balance on the note, you were still trustees, is that correct? A. That's right, sir.

Q. Could you any time after that foreclose? A. How could I foreclose? I had all the money.

Q. You were paid in full, as trustee? A. Yes.

Q. It was just a, let' say — A. It was just a deed of release then.

Q. So anything that happened with the note after that would not affect the possibility of potential foreclosure, is that correct? A. It would not affect —

[205] Q. Let me put it this way: After April 13, 1964, unless there were refinancing, nobody could foreclose on that property, is that correct? A. Not on that note, no.

Q. On that note? A. On that note.

MR. BARTSCH: Objection, Your Honor. He is asking for an opinion of law, and I don't think Mr. Walshe is competent to pass on it.

THE COURT: Mr. Walshe is an expert in the mortgage field, and I assumed everybody accepted his qualification.

MR. BARTSCH: I beg pardon?

THE COURT: I say I accept him as an expert in the mortgage field.

Any further questions of Mr. Walshe?

MR. MURPHY: No other questions.

MR. MUNDY: Thank you, Mr. Walshe.

\* \* \*

[206] MARY ANNE POWPOWSKY

\* \* \*

# DIRECT EXAMINATION

MR. BARTSCH: Your Honor, could we have a rule on witnesses.

THE COURT: Very well.

(Mr. Powpowsky leaves.)

BY MR. MUNDY:

Q. Keep your voice up loud enough so the Court can hear you, if you please. Will you state your full name. A. Mary Anne Powpowsky.

Q. Are you married? A. Yes.

Q. To whom are you married? A. Theodore Powpowsky.

Q. Where do you live? A. I now reside at 11604 Split Rail Court, Rockville, Maryland.

Q. How long have you resided there? A. Two years.

[207] Q. Where did you live previously? A. 1329 Delafield Place, Northwest, Washington, D.C.

Q. Do you know Mary Bowes? A. No, I have never met the lady.

Q. Do you know Jacob Wall? A. Yes, very well.

Q. Do you know Wilma Miller? A. I have talked to her and I met her twice.

Q. Do you know Henry Bartsch? A. Yes.

Q. Do you know Signe Bartsch? A. No.

Q. Do you know Paul Starkweather? A. No, I never met him.

Q. Do you know Gordon Cooper? A. No, sir, I have never met him.

Q. Did there come a time that you had anything to do with the premises 126 C Street, Northwest? A. Yes.

Q. Would you please in your own words tell the Court about it, the dates, and what developed? A. I believe the first time we were called to 126 C Street was by Mr. Jacob Wall. There was a condemnation notice [208] from the District because the property was in very bad shape.

Q. May I interrupt to ask you approximately when that was? A. I would say about the latter part of '63 or the early part of '64. I am not quite sure.

Q. Thank you. Please continue. A. I am in the business or a corporation officer of Petworth Electric Company. That is how we were first called in on this property. We are electrical contractors. We took out a permit on the request of Jacob Wall to redo the electrical work so that the rest of the building would pass inspection and not be condemned, which we did, and which we proceeded to repair, make all repairs necessary for inspection.

Q. Now, did you ever take or buy the note on those

premises? A. Mr. Wall approached me about buying this note because he said Henry Bartsch had received notice that--

Q. Henry who? A. Henry Bartsch had received notice about the property being taken from him. He asked if I would loan him the money, and I said, Jack, I will have to talk to Mr. Powpowsky, or Theodore, which I did, and, in fact, we talked it over about three or four days before I consented.

[209] Q. Did you in fact buy the note? A. Yes, I did.

Q. You and your husband together? A. Yes, we did.

Q. When did you buy it? A. I gave Jack Wall this check April 13, dated April 13, 1964, and I have the original check in front of me.

Q. How much is that check? A. It was for \$2,088.54.

Q. Did this represent principal and interest purportedly then due? A. As far as I knew at the time, it was to pay for everything in full. I called the bookkeeper at Walshe and she informed me that was the amount.

Q. At P.J. Walshe? A. Yes.

Q. Do you know the man that was just on the stand, Bart Walshe? A. I have never met him. I have talked to him on the telephone.

Q. Who did you pay the money to? A. P.J. Walshe.

Q. Did you receive in return for that a note or any [210] other indicia of your purchase? A. P.J. Walshe, in turn, sent me a receipt stating all the amounts paid, what they were for. I also received the notes or the deed. I even received insurance policies from them on this property.

Q. Now, from the date of March 1964 when you bought it, who made the payments on this property? A. That was all. From the time that I bought it, there were no other payments made on that property.

Q. Did anyone pay you back? A. Miss Miller gave me two checks.

Q. How much did she give you? A. I think one was for \$1500 and the other was for \$900 something. I am not too sure.

Q. Now, in the interim from the time you bought it until Miss Miller — A. That amount was also the amount for the electrical repairs because that bill was never paid.

Q. Did Mrs. Mary Bowes ever pay you anything on this indebtedness? A. I have never talked to Mrs. Mary Bowes or heard of her.

MR. MUNDY: I ask that this be marked Defendants [211] exhibit sequentially.

THE DEPUTY CLERK: Defendants Exhibit No. 11 for identification.

(Defendants Exhibit No. 11 was marked for identification.)

BY MR. MUNDY:

Q. Mrs. Powpowsky, have you heard of the Legal Integrity Preservation Society? A. Yes.

Q. Do you know its members? A. No. That is all I know is Wilma Miller and Henry Bartsch and Jacob Wall, now deceased.

Q. Now, when Jacob Wall asked you to take over this property or to buy this property, did he indicate on whose behalf he asked you to do this? A. Yes. He asked —

MR. MURPHY: Your Honor, I am going to object to whatever Jacob Wall told this lady.

THE COURT: Well, Jacob Wall is not available.

MR. MUNDY: Jacob Wall is dead, Your Honor, nor is he or his estate a party.

THE COURT: I won't take it.

MR. MUNDY: Your Honor, we have been trying every way [212] in the world to get Jacob Wall's estate into this.

THE COURT: I didn't make those rulings. We have to take the case as it is. I am not going to permit the testimony of a dead man who cannot be cross-examined.

MR. MUNDY: All right, Your Honor. All we ask is that it be taken as the order is; the pre-trial order provides for the constructive trust theory.

THE COURT: Well, you have got to take your case as it is. I am not going to extend it.

MR. MUNDY: Yes, sir.

THE WITNESS: I have the duplicate of the deed, the insurance policy.

MR. MUNDY: I ask that it be admitted into evidence, Your Honor.

THE COURT: Any objection?

MR. MURPHY: No, Your Honor.

THE COURT: There being no objection, it will be admitted.

THE DEPUTY CLERK: Defendants Exhibit No. 11 in evidence.

(Defendants Exhibit No. 11 was received in evidence.)

BY MR. MUNDY:

[213] Q. Now, Mrs. Powpowsky, there is an endorsement on the back of this check. Will you take a look at that endorsement, please. A. That is my handwriting.

Q. Now, what does it say? A. "Payment in full, Mary V. Bowes, Square 574, Lot 19, 126 C Street, N.W., first trust note."

Q. What is the meaning of that?

MR. MURPHY: Your Honor, I am going to object again. That speaks for itself.

MR. MUNDY: No. I am asking her what her purpose and intention was in putting it on there. It doesn't speak for itself, Your Honor.

THE WITNESS: Yes, that is my own handwriting.

THE COURT: Go ahead.

BY MR. MUNDY:

Q. Please explain, Mrs. Powpowsky, the meaning? A. Well, I knew I wouldn't have anything from writing from Mr. Wall. He was taking the note there, as a matter of fact, again, Jack being deceased, there is no one that can say yes or no except the bookkeeper that signed the receipt at that place, and she is the one that called me back and said that she had made an error in the amount, and I believe Mr. Wall had [214] paid the rest of the amount, because you will see that the amount on this check and the amount of the receipt are two different amounts.

Q. Now, what is the purpose of that notation on the back, "Paid in full"? A. Stating what this was for.



Q. Was that to indicate that Mary Bowes was making the payment? A. No, sir; I was making the payment, and I wanted it made very clear I was making the payment.

THE COURT: Does this have something to do with the negotiation of the check?

MR. MUNDY: I'm sorry, Your Honor. Your Honor has not seen the check. I'm sorry.

THE COURT: This case gets more confusing every minute.

This has nothing to do with negotiation, does it?

MR. MUNDY: No, sir. I expect counsel for the plaintiffs and for the defendant Mary Bowes to express some delight over this notation on the back of the check, and I was asking for an explanation of it from Mrs. Powpowsky.

THE COURT: Is that your handwriting?

THE WITNESS: Yes, it is.

[215] BY MR. MUNDY:

Q. And that's not to indicate that it was payment — A. No, sir, it was not. As a matter of fact, we had checked with Mr. Walshe and asked why he had marked "Paid" on the deed without any notation as to who had paid them, and he stated that he had marked them canceled. They were never marked canceled. They were just marked paid.

Q. Do you have copies of the note? A. Yes, sir, I do right here. None of mine show "canceled" at all.

Q. Are these the notes that were given to you by Mr. Walshe? A. Yes, the original note that Mrs. Miller has.

MR. MURPHY: Your Honor, I understand these are the photostats of the original which are in the file.

THE WITNESS: That's right.

THE COURT: They are in evidence already?

THE WITNESS: Yes, I think so.

MR. MUNDY: Thank you. I didn't know that, Your Honor.

BY MR. MUNDY:

Q. Now, what else do you have here? A. Well, that is the original breakdown of the amount [216] of money that was paid but, as you can see, that letter states that there was \$2,090 paid against \$2,088 which was paid by check.

Q. The check was \$2,088? A. That's right.

Q. And the actual amount was \$2,090? A. That's right.

Q. Do you know who paid the difference of \$2? A. Jacob Wall paid it because the girl requested that it be paid in full.

MR. MUNDY: Fine. I have no other questions.

CROSS-EXAMINATION

BY MR. MURPHY:

Q. Mrs. Powpowsky, you are Jacob Wall's sister, are you not? A. No.

Q. Are you any relation to him? A. I am related to his wife's brother. I am his wife's brother's wife.

Q. You are his wife's brother's wife? A. That is right.

Q. But you do know Jacob Wall? A. Yes.

[217] Q. Now, do you know Mary Bowes? A. No, I never saw her before.

Q. Never saw her? A. Not until I got here.

Q. Who asked you to do electrical work on Mary Bowes' property? A. Mr. Wall did.

Q. Mr. Wall asked you? A. That's right. I believe you will find that Mr. Wall also did the repairs and the plumbing work on this property. I think you will also find that he did the cleanup on the property.

Q. Just answer the question I asked, please. A. I beg your pardon.

Q. I just wanted to know if Mrs. Bowes ever asked you to do any work? A. No, I have never talked to her.

Q. Did Mrs. Bowes ask you to make her payments on this? A. Mr. Wall come to me.

Q. Mr. Wall asked you? A. That's right.

Q. But not Mrs. Bowes? A. That's right.

[218] Q. This says "Payment in full, Mary V. Bowes account"? A. It says Mary V. Bowes, payment in full.

Q. On first trust note? A. That's right.

Q. But she didn't ask you to make it? A. No.

Q. You made it on your own? A. I was asked by Mr. Jacob Wall in behalf of Henry Bartsch.

Q. You were asked to make it by Henry Bartsch? A. No, I didn't say that. I said I was asked by Mr. Jacob Wall in behalf of Henry G. Bartsch.

Q. Mr. Wall asked you to make it for Henry Bartsch?

A. So they wouldn't lose the property.

Q. So Henry wouldn't lose it? A. I don't know who was going to lose it.

Q. Were you in the courtroom a few minutes ago when Mr. Walshe testified? A. Yes.

Q. Did you hear him say that the balance due on the note was \$1,593? A. The only thing Mr. Walshe forgot to mention was all the back taxes. There is I think something in the records in regards to the taxes that were paid out of that money. Here [219] is a photostatic copy.

Q. Is that what Mr. Walshe gave you? A. Yes, that was sent from Mr. Walshe's office.

Q. Do I understand that Mr. Wall asked you to make this payment? A. Yes, sir.

Q. Were you lending him the money? A. Well, I don't know. In effect, I guess I was because Mr. Wall was going to pay the money back to me.

Q. To you? A. Yes.

MR. MURPHY: I have no further questions.

MR. RITZ: Just one, your Honor.

BY MR. RITZ:

Q. Mrs. Powpowsky — just two, I should say. Did you not intend to buy this note? You intended to pay it off for Jacob Wall and later on be paid the money back; isn't that correct? A. Well, it was in behalf of Mr. Wall and Mr. Bartsch. I knew that they had a Wall Foundation going and a LIPS Society.

Q. But you and your husband did not intend to buy any interest in the note? [220] A. No.

Q. Just pay it off? A. That's right.

Q. And the bill you are referring to was only \$87 for electrical work, isn't that right?

Q. And you sold this note which you paid \$2,093 for? A. I think that was interest.

Q. You bought it in '64? A. That's right, April 15th.

Q. And sold it two years later for \$2500? A. Yes.

Q. Did you turn the balance of that money over to Jacob

Wall's administrator? A. No, I did not. There was interest due on that note. And that is the way it was agreed upon.

Q. On what note? There was no note? A. Well, there was no written note, you are right, but it was the word of Mr. Wall and myself and Mr. Powpowsky that he would pay interest on the note, on the check that I had put out.

Q. Has the administrator for Mr. Wall's estate made claim against you for the \$500? A. No, he has not.

[221] Q. Have you advised him that you made \$500 on this transaction? A. Made \$500?

Q. You profited approximately \$500. A. Are you allowed to charge interest on money loaned or are you not?

Q. I would say that is a question determined by the facts, Mrs. Powpowsky. A. That was my understanding.

Q. You did not have a note asking for \$500? A. No. And that is the only thing I have loaned money on where there was no note.

THE COURT: Don't volunteer. Just answer the question.

THE WITNESS: All right.

BY MR. RITZ:

Q. In February 1966 —

MR. RITZ: Let me have this marked as a defendants or plaintiffs, I guess, exhibit.

MR. MUNDY: Your Honor, I object. Again through my witness he seeks to offer exhibits into evidence.

THE COURT: He can have it identified.

THE DEPUTY CLERK: Defendant Bowes Exhibit? [222]

THE COURT: Witnesses are not exclusive property, Mr. Mundy, and we don't want to have to recall them.

MR. MUNDY: Yes, Your Honor, but I wish he would make her his own witness so I can cross-examine.

THE COURT: We don't even know what the purpose is yet.

THE DEPUTY CLERK: Defendant Bowes Exhibit No. 2.

(Defendant Bowes Exhibit No. 2 was marked for identification.)

BY MR. RITZ:

Q. Would you identify that, Mrs. Powpowsky. A. Yes.

Q. Would you tell the Court what it is. A. This was a letter written to Mr. Michael Ritz, Jr., Attorney, Washington Building, Washington, D.C., February 28, 1966, regarding the property and note on 126 C Street, N.W.

THE COURT: Don't read it into evidence.

BY MR. RITZ:

Q. Who signed it? A. Theodore Powpowsky.

Q. Your husband? A. That is right.

Q. You would have a copy of this, would you not?  
[223] A. Yes.

Q. Now, this letter refers to 5 percent interest to you on this note. Where did you come up with that 5 percent interest a year? A. That was the agreed upon amount when we loaned it to Mr. Wall, when we wrote the check, that it was a verbal agreement in the office.

Q. But there was no agreement between Mrs. Bowes and Mr. Powpowsky to pay 5 percent interest? A. No; we have never seen Mrs. Bowes or talked to Mrs. Bowes.

Q. Did you tell Mrs. Miller that you were going to foreclose if you didn't get paid \$2500? A. I did not state the amount, sir. I believe at the time that we had gave her the amount of money that we had paid plus the interest due.

Q. Or you would foreclose? A. Yes. I needed the money. I had to have money to pay notes at the bank myself.

Q. Did you tell her from where you got the right to foreclose?

\* \* \*

[224] A. I gave her the deed, the date. As a matter of fact, I had talked to Mr. Walshe and asked if he would give me a letter of certification stating that this was paid by me.

Q. You had paid notes, isn't that correct? A. That is right.

Q. And based on a loan made to some relative of yours, your brother-in-law, Mr. Wall — is he your brother-in-law?

A. I would say so.

Q. Based upon a loan to your brother-in-law which you

intended to have repaid, you told Mrs. Miller that you had the right to foreclose? A. I don't know exactly what my words were, sir, but I told her that I would like to have the money or else we would see what legal proceedings we could take to foreclose on the property.

Q. You said you would see what legal proceedings you could take. A. That's right.

Q. You didn't assure her you would foreclose? A. I can't foreclose. I don't know of a legal procedure to foreclose unless I get an attorney.

MR. RITZ: I would like to have this introduced, Your Honor, as a Defendant Bowes exhibit.

[225] MR. MUNDY: I object. First of all, this is not signed by Mrs. Powpowsky.

THE COURT: Let's keep going.

MR. RITZ: I have no further questions.

MR. MURPHY: I have no further questions, Your Honor.

MR. MUNDY: I have, Your Honor.

#### REDIRECT EXAMINATION

BY MR. MUNDY:

Q. Why didn't Mr. Walshe give you a certification as you requested it?

THE COURT: Objection sustained. How does she know?

MR. MUNDY: He told her why he wouldn't he told Mrs. Powpowsky. I am asking Mrs. Powpowsky, when she asked Mr. Walshe for a certification that she had paid the money, why didn't he give it to her. If she doesn't know what he said, no one else knows.

MR. MURPHY: Objection, Your Honor.

MR. MUNDY: Now, they went into the question.

THE COURT: All right. Go ahead. I am going to tear this record apart when I get to analysis of it anyway.

BY MR. MUNDY:

Q. Go ahead, Mrs. Powpowsky, please. A. Mr. Walshe said he would get in touch with his [226] attorney to find out the legal aspects. We requested him why he had marked "paid" on the deed if it had been registered as being canceled. He said, no. And you can call him to the stand and

ask him that. He wouldn't give me anything else in writing except what I had and the letter.

Q. Did you receive this from P.J. Walshe & Company?

A. Yes, I have a photostatic copy. This is the original of what I received.

Q. When did you receive this?

THE COURT: Can't we assume she received it.

THE WITNESS: Everything was registered.

MR. MUNDY: May I have this marked for identification.

THE COURT: It has already been marked.

MR. MUNDY: Then may I have it admitted into evidence, please.

THE COURT: Any objection, gentlemen?

MR. MURPHY: I didn't see it, Your Honor.

THE COURT: This is the letter from Mr. Walshe to Mrs. Powpowsky saying that she put up the money.

MR. RITZ: No objection.

MR. MURPHY: I have no objection, Your Honor.

THE COURT: It will be admitted.

[227] THE DEPUTY CLERK: Defendants Exhibit No.

4.

(Defendants' Exhibit No. 4 was received in evidence.)

(Witness steps down.)

MR. MUNDY: I have one other witness who was good enough to come in that I would like to have testify today.

THE COURT: We will take Mr. Powpowsky and then we will adjourn for the day.

MR. MUNDY: I would like to call the other witness because he might object to coming back.

THE COURT: We will take one or the other and then we are going to adjourn. We have other work to do in this courthouse.

Thereupon,

THEODORE POWPOWSKY

\* \* \*

DIRECT EXAMINATION

BY MR. MUNDY:

Q. State your full name, please, sir. A. Pardon.

Q. Please state your full name. A. Theodore Powpowsky.

[228] Q. Are you married, Mr. Powpowsky? A. Yes.

Q. Who is your wife? A. Mary Anne Powpowsky.

Q. Is she the witness that was just up here? A. That is correct.

Q. Would you please tell the Court whether there came any time that you had any connection with the premises at 126 C Street, Northwest? A. Yes.

Q. Would you tell the Court when and the developments that led up to that? A. In April of 1964.

Q. How was it you became interested in this property? A. My wife and I purchased the note that was then due and paid off the taxes, the back taxes, that were also due.

Q. How much was that? A. A little over \$2,000 total.

Q. How long did you keep the note? A. Until last fall.

Q. Who bought the note from you? A. Miss Miller.

Q. How much did she pay you for the note? [229] A. Roughly about \$2300.

Q. Were there any payments made on that note from the time you got it until Miss Miller bought it from you? A. No.

Q. Do you know Mary Bowes? A. I have never met the lady.

Q. Did a Mary Bowes ever make any payments to you on that note? A. She did not.

MR. MUNDY: I have no other questions.

BY MR. BARTSCH:

Q. Do you know Henry Bartsch? A. Yes.

Q. Do you know Jacob Wall? A. I did.

Q. Are you related to the administrator of the Jacob Wall estate? A. Yes.

Q. What is the relationship? A. He is my brother.

Q. From your own knowledge, did Jacob Wall ever make any repairs in the premises 126 C Street, Northwest? A. Yes.

[230] MR. MURPHY: Your Honor, I am going to object again.

MR. BARTSCH: Let me finish the question, if you don't mind, Mr. Murphy.



THE COURT: Proceed.

BY MR. BARTSCH:

Q. Pursuant to order of the District of Columbia Government? A. Yes.

THE COURT: Do you have an objection?

MR. MURPHY: Yes, your Honor. I object, number one, that Mr. Wall made any repairs down there. I don't know whether Mr. Wall had any right to make repairs. And I say that under all the circumstances, he had no right to make repairs down there, and it is purely hearsay.

THE COURT: What is the relevancy again?

MR. BARTSCH: Under the option agreement with Mrs. Bowes, Mr. Wall was required to make repairs and be reimbursed.

THE COURT: I know. But you are taking this witness far beyond the scope of his direct examination.

MR. BARTSCH: He has personal knowledge.

THE COURT: He has testified that he bought a note and sold a note.

MR. BARTSCH: He did work on repairs of the house [231] and he has knowledge of the work which Mr. Wall did because he was there and saw it. That is what I want to develop, Your Honor.

THE COURT: You saw Mr. Wall do some repairs?

THE WITNESS: Yes, Your Honor.

THE COURT: You may answer the question.

BY MR. BARTSCH:

Q. Explain the nature of the repairs. A. He made structural repairs and my company did some electrical repairs.

Q. Did you ever see a building inspector there?

THE COURT: Objection sustained.

BY MR. BARTSCH:

Q. Have you ever seen any option agreement which Mr. Wall had for the purchase of —

THE COURT: Objection sustained. This is beyond the scope of his direct.

MR. BARTSCH: I just want to know if he had seen it, Your Honor.

At this time my examination is concluded.

THE COURT: Any further questions?

MR. RITZ: Just as to the signature on there, that may be beyond the scope of the direct —

[232] MR. BARTSCH: It is.

MR. MUNDY: I object, Your Honor. It is beyond the scope of direct examination.

THE COURT: Objection sustained.

We will adjourn until tomorrow morning at ten o'clock.

(Whereupon, at 4:45 p.m., an adjournment was taken to reconvene at ten o'clock, April 11, 1967.)

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*\*Printer's note:* The hiatus of page numbers at this point is due to a necessary mechanical division of this book into two parts in order to proceed with both simultaneously. There is no omission of substance of the designations for printing.

[233]

April 11, 1967  
Washington, D.C.

The above-entitled matter came on for further hearing before The Honorable Howard F. Corcoran, United States District Judge, at ten o'clock a.m.

\* \* \*

[245] Thereupon,

HENRY G. BARTSCH

was called as a witness and, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. MUNDY:

Q. Please state your name. A. Henry G. Bartsch, B-a-r-t-s-c-h.

Q. Are you related or were you related to Signe Bartsch?  
A. She was my mother.

Q. Where do you live, Mr. Bartsch? A. I live at 34th and Porter Street, Northwest.

Q. In the District of Columbia? A. 3401 34th Street, Northwest.

Q. Mr. Bartsch, are you in any way related to the Legal Integrity Preservation Society? A. I was the organizer of the Society with others, though I was not one of the original incorporators. I am also its president and have been continuously since its first meeting.

Q. When was it organized, Mr. Bartsch? A. As I recall, in 1951.

Q. Was it duly chartered? A. Yes, it was.

[246] Q. Where was it chartered? A. In the District of Columbia.

Q. Were you one of the signatories to the application for Articles of Incorporation? A. No, I was not.

Q. Who was? Do you know? A. I believe it was P. Gordon Cooper, Wilma Miller and Paul Starkweather.

Q. Where is Mr. Cooper today? Do you know? A. Mr. Cooper is dead.

Q. Who over the years, who have been other members of the Legal Integrity Preservation Society? A. There were seven directors and members. There were: Signe Bartsch, my mother; she was one of the original incorporators. B. Gordon Cooper, Wilma Miller, Paul Starkweather, Gordon Louk, Henry Bartsch, myself; Melissa Rowe. I believe that's seven.

Q. Now, where are these people today, if you know? A. With the exception of Paul Starkweather, Melissa Rowe and Henry Bartsch, the others are dead.

Q. Where is Mr. Starkweather? A. I understand he is in Virginia, but we have been unable to locate him for the last three years.

[247] Q. Where is Miss or Mrs. Rowe? A. Mrs. Rowe lives down near Annapolis on Route 214.

Q. What was the purpose of the corporation, Mr. Bartsch? A. The purpose of the corporation was to improve the practice and quality of attorneys and Bar.

Q. Are you a member of the Bar, Mr. Bartsch? A. I am not.

Q. Were you ever? A. I have never been a member of the Bar. I was a patent attorney.

Q. You were a patent attorney? A. I was. I am not any more.

Q. Have you attended law school. Do you have a formal education in law? A. For three years.

Q. The corporation was organized when? A. I think it was in February of 1951. I might state that I have lost a copy of the charter, the articles of incorporation which I showed you. I misplaced it. So I went over to the Re-

corder of Deeds this morning and ordered another copy and it will be ready about eleven o'clock.

Q. Fine. Now, has the corporation continued in existence and in good standing since that date? [248] A. We are not required to file annual reports. In every other particular except annual reports, it is, I believe, in good standing.

Q. Are they under any restriction or limitation or injunction from any of the local authorities? A. We do not have tax-exempt status for donors to the Society, because we have not yet applied for and secured tax-exempt status by the IRS. The same thing applies to the District of Columbia, who recognize IRS status. However, we are incorporated as an eleemosynary, charitable institution. It is educational in character.

Q. Do you know the defendant Mary Bowes? A. Very well.

Q. Do you know Wilma Miller? A. Very well.

Q. Of course, you knew Signe Bartsch? A. She was my mother.

Q. Did you know Jake Wall? A. I met Jake Wall about 1940, very casually. I had no further contact with him until about 1958 when I met him again in Charles County. I had known him up to within a month of his death.

Q. Now, Mr. Bartsch, were you ever the owner of 126 [249] C. Street, the premises and improvements thereon? A. I bought 126 C Street in 1947.

Q. Did you buy that alone? A. I paid for it. My wife had a dowery interest in it.

Q. Did there come a time when you conveyed your title and interest in that property to the defendant, Mary Bowes? A. There did.

Q. When was this? A. The original conveyance, as I recall, was made in 1949, I think in August. I was not accepted by the Columbia Title Company for recordation because my

wife would not join in the proceedings, and she had litigation against me charging me with fraud from a real estate transaction which it took two years to bring to trial. For that reason, and to protect Mrs. Bowes, who had advanced money and who was intended to be the owner of the property, she was given a second deed in 1950, and it was about that time that I left Washington under duress.

Q. Now, was it your intention at that time to transfer everything that you had in the property to Mrs. Bowes?

A. It was my intention to transfer to Mrs. Bowes the entire legal title interest in that property subject to the first trust, and that is cited in the deed.

[250] Q. Did there come a time after that Mrs. Bowes approached you with respect to the property? A. There did.

Q. When was this, Mr. Bartsch? A. It was probably in 1951 when I was down in Charles County. It might have been in 1952.

Q. Would you please tell the Court about this. A. Mrs. Bowes was unable to keep the payments up on the trust, and she was threatened with foreclosure. She asked if we could help her.

Q. Did you volunteer to help her? I mean did you respond to request and help her? A. I certainly did. She has been the dearest friend I ever had in my life.

Q. Why would you feel any obligation to help Mrs. Bowes? A. Because I owe my very life and sanity to Mrs. Bowes.

Q. Will you tell the Court about that, please. A. When I was having trouble in this court with my wife with false charges, I was jailed repeatedly. It took five proceedings in habeas corpus to get me out the last time. Mrs. Bowes loaned me money to pay alimony to my wife, and she had made up the payments on the property before it was hers, she made a number of payments, I believe, in 1949.

[251] Q. Fine. You felt close to Mrs. Bowes as a result? A. I had no way to repay her. The only thing that I could do to protect her was to give her a deed to the property.

Q. Now, when she approached you in 1951 or 1952 with respect to her failing to keep up the payments on the property, did this include taxes and insurance and all of the other obligations? A. It did. She approached not only me, but also my mother, who was not banished from Washington.

Q. Were you present when she approached your mother? A. She came down a couple of times to see me at Waldorf, Maryland on the bus.

Q. Was your mother there? A. Yes, she came down with her.

Q. Did she speak to you and your mother with respect to this assistance? A. Well, I had lost some 20 pieces of property through foreclosure with the same people, and she was fearing she would lose hers. This was the last piece of property that was left. She had bought one house, 116 C Street, from me, and she couldn't keep the payments up on that. And she had to sell it to Frances Noonan, who was an assembler of property in that area. [252] So she was extremely distraught, and so were we because the property was assembled and it was hoped some day that it would be the home, being near the court of the Legal Integrity Preservation Society which had been formed in the meanwhile during her difficulty.

Q. Now, did anyone ever speak to Mrs. Bowes about the Legal Integrity Preservation Society and their hopes with respect to this property? A. She knew that our Society wanted to use it for the home. We intended to buy it back from her or work out something. May I explain one thing. I don't intend to volunteer information. Mrs. Bowes was not a member of the Society. She couldn't be because she was a beneficiary.

Q. The "beneficiary" and "recipient" has been used yesterday and today, and His Honor probably is concerned about that. What do you mean when you say that, for instance, Jacob Wall was a recipient or beneficiary of the Society? A. Financial assistance, stenographic assistance, office space, aid with paying of attorneys to defend them. We couldn't engage in any direct operation, but we could help people, although not participate in any way in their affairs.

Q. Now, it was expressed to Mrs. Bowes, then— [253]  
A. May I add one more thing: Legal research. I did many, many hours of legal research for the poor.

Q. Now, it was expressed to Mrs. Bowes by yourself, then, that LIPS had a design or an intention of someday making this property the headquarters office for LIPS.  
A. Yes.

Q. Now, what did you say or did your mother say with respect to Mrs. Bowes' request for assistance? A. Well, my mother loved Mrs. Bowes as much as I did.

Q. What was said? A. We said we would exhaust ourselves to help her, and we did.

Q. How did you attempt to help her, Mr. Bartsch? A. My mother had an income of \$180 a month from my father, alimony. And that money went, at least two-thirds of it, to meet these payments which Mrs. Bowes couldn't meet. Many of the payments for which Mrs. Bowes had checks are based upon money loaned to her or given to her by my mother.

Q. Were you present when your mother gave her monies? A. In many instances, not in all. But I was well informed. I was in Charles County, remember. My mother was in Washington. She was living in the house as custodian of the house.

[254] Q. Your mother? A. In one room.

Q. Was Mrs. Bowes living there? A. Mrs. Bowes has never lived in 126. She lived in 116, and my mother lived



with her for a short time when it was too cold to live at 126. That was one year when Mrs. Bowes occupied that.

Q. Did you enlist other assistance on behalf of Mrs. Bowes at her request? A. My mother and I went to every possible source for assistance. Her sister and her brother helped her in this endeavor, George Gertler and Mrs. Arthur Allen, Elsie Allen of New York—and the records of P.J. Walshe reflect that.

Q. Whose brother and sister is this? A. My mother's, George Gertler. He was in Grayson, Maryland, in Charles County.

Q. And they also contributed? A. They did, and this I know because I got money from them, with the exception of my mother's sister's check which was done directly.

Q. Now, you heard Mrs. Bowes deny that any other soul made any payments in that whole time except herself from 1950 to 1963? [255] A. I am sorry to say I did, yes.

Q. Mr. Bartsch, did you ever have occasion to speak with Wilma Miller with respect to giving assistance on this property? A. I guess every three months for 10 or 12 years.

Q. Did you indicate to her what the situation was with respect to this property? A. She was fully cognizant of it.

Q. Did you represent to her that Mrs. Bowes needed help? A. Yes, I did.

Q. Now, what were the responses of Wilma Miller in this connection? What did she do? A. She was reluctant to put money out. She needed money herself. She is a court reporter. She works very hard, night and day. And it was a sacrifice for her, but she did it because I said it was necessary to save the property, and we had intentions of using that property down there, the LIPS Society did.

Q. Now, do you know the intention of Wilma Miller or your mother in making payments on this property? A. No,

I don't, I don't know what their intentions were. I can only tell you what was done.

Q. Was it understood among the corporation that the [256] corporation would be the beneficiary of these payments? A. It was understood that Mrs. Bowes would respect the advances made, would not unjustly enrich herself. But the relationship between my mother and myself and Mrs. Bowes was as intimate as the relationship of two hands when they are washing each other, and there was never any question of trust. She was the most Christian-like woman I had ever met in all my whole life.

Q. Why didn't you seek some type of security on behalf of these people that you enlisted to assist Mrs. Bowes?

A. I would have considered that an insult to her, had she asked me to do the same with respect to her. I gave her a note for money that I borrowed here. She didn't want to take it. I said: "You keep it because some day you may need it in order to establish that you have helped," and I practically forced her to keep it. That was in 1949.

Q. Did you ever ask Mrs. Bowes for any security on the advances that members of LIPS were making on this property? A. Only the integrity.

Q. Were payments made, to your knowledge and information, by any other members of LIPS? A. Mr. Paul Starkweather made payments of, I said in a [257] deposition, of \$160. From records of P.J. Walshe, which I have seen subsequent to this, I think I should correct that and it should be \$140. I would like to make that correction. As I said, my uncle helped in it through my mother. My aunt, my mother's sister, helped through my mother. P. Gordon Cooper had a claim against my mother for money that he had loaned her, and that money went into this property, too. But he himself directly, to my knowledge, never gave Mrs. Bowes one cent, nor did he ever give me money to pay on Mrs. Bowes' account.

Gordon Louk contributed nothing. Melissa Rowe contributed nothing.

The contributions were made by Wilma Miller, which were relatively small, and very substantial by my mother, both in taxes and in the note payments, and frequently the payments were made through an assembly of money from Mrs. Bartsch, my money and Miss Miller, and paid in cash because my mother had had, as the records showed this morning, one check bounced, and there had been other checks that had come back for lack of sufficient funds. So we frequently paid in cash. These receipts were usual, and my mother got practically all of them.

Q. Did Wilma Miller ever give you money to take to P'J' Walshe to pay on Mrs. Bowes' account? [258] A. I was not in Washington without jeopardy of being arrested from December 1950 until 1959. It was a 10 year period that I was out of the city in Charles County.

Q. Let me ask you: Did you in fact come to Washington during that period? A. Yes, I did. I sneaked into town with Miss Miller or with my mother many times to the Walshe office.

Q. On those occasions were you delivering money from Miss Miller or yourself for payment on Mrs. Bowes' account? A. There was money being delivered. I think I may have risked it once or twice during that period.

Q. Now this was money from Miss Miller or your mother? A. Or both.

Q. Payable on Mrs. Bowes' account? A. Payable on this account. It wasn't Mrs. Bowes' account, because she never endorsed the note, but she was a holder of the legal title even though it was not recorded. And to protect her particularly, may I say, against any claim of my wife who might be trying to grab onto the property as she had done before with other property. Mrs. Bowes was the one that Walshe looked to for the payment, yes.

Q. Now this is important. Who was the debtor on the note throughout all of this time? [259] A. I was the debtor. I was the only maker. Not even my wife, Mrs. Bartsche, was a co-maker on the note.

Q. Was this note recorded anywhere? A. The note was referenced in the deed of trust which was recorded. You don't record notes.

Q. Was Mrs. Bowes ever the debtor on that note? A. Not actually. Not actually in writing, but morally.

Q. Don't speak about morality. Just speak about Mrs. Bowes being the legal debtor on that note. A. Well, from the standpoint of legal technicalities, I suppose in a sense she was because she held the title to the property subject to this first deed of trust so it was incumbent upon her to pay it or somebody to pay it.

Q. Now, the note followed the deed of trust, I presume it was security on the deed of trust—right? A. That is right, held by P.J. Walshe who also were trustees.

Q. Was there ever a recordation entry made down at P.J. Walshe which transferred the note to Mrs. Bowes? A. Mrs. Bowes never endorsed the note, no, but there was an understanding at least that she would assume or she would pay this note.

Q. Now, the deed you gave Mrs. Bowes said "subject to [260] the deed of trust"? A. That is right.

Q. The deed of trust was secured by a note? A. The note was secured by a deed of trust.

Q. But Mrs. Bowes was never the obligor on that note? A. There is nothing in the record, nothing in the record of P.J. Walshe that I have been able to find showing that she was actually the obligor of the note.

Q. So her deed was subject to the interest of whoever had equity in the note, or interest in the note?

MR. MUNDY: The deed that Mr. Bartsche gave Mrs. Bowes recites specifically "subject to the deed of trust."

THE COURT: What's unusual about that?

MR. MUNDY: There is nothing unusual about it, your Honor. It is simply the fact that Mrs. Bowes was never the obligor.

THE COURT: Who would the creditor look to?

MR. MUNDY: The creditor would look to the property for foreclosure security.

THE COURT: Who would he look to on the note?

MR. MUNDY: Henry Bartsche.

THE WITNESS: A deficiency judgment could be had against me. I was the maker of the note, the sole maker.

[261] THE COURT: She assumed all of the obligations. The note went with the deed of trust, didn't it?

MR. MUNDY: The note was security for the deed of trust. That is exactly the point I have made. The note was security for the deed of trust.

THE COURT: No. The deed of trust is security for the note.

MR. MUNDY: Well, all right. It doesn't matter how you put it.

THE COURT: She assumed the obligation under the deed of trust.

MR. MUNDY: She took her deed subject to the deed of trust.

THE COURT: Go ahead. Don't confuse it.

BY MR. MUNDY:

Q. Now, Mr. Bartsche, did you make any payments in the interim from 1950 to 1963 on this property? A. No, sir. If I had money, I would have been paying it all on my alimony. I had no money to give to it. The only money I have ever contributed to this property since the date that Mrs. Bowes got the deed from me has been \$3 which I gave to the Powpowskys to make up the difference between the check Miss Miller gave me and the amount the Powpowskys put a [262] claim in. And I received it back.

Q. Now, did there come a time that you enlisted the aid of Jacob Wall with respect to this property? A. My mother died, as I recall, on April 10 or 11, a couple of days before her birthday, 1963. She had no money. We had

no one else to look to. Miss Miller had been carrying, had been putting up the money from the time that my mother's support stopped, which stopped about, I think about a year before. But anyhow, Mr. Wall, whom I had met in 1958 in Waldorf, had helped me in a political campaign down there.

Q. In a what? A. In a political campaign. I ran for the House of Delegates. And he had asked me to do many things for him when he was out of town and otherwise. And he had a feeling that I could help him and that he could help me.

So the result was that he offered to take over the expenses of this property, which included not only the interest, the insurance, the note payments and the taxes, but also included compliance with the requirements of the municipal government, which under the deed of trust the property holder was required to make.

Q. Was this agreement by Jacob Wall, this undertaking by Jacob Wall, in the presence of Mary Bowes? [263] A. I would say shortly before Mrs. Bowes' trial, her so-called trial in February 1964, just about that time, yes.

Q. But the question I asked you: Was this in the presence, was this discussion and undertaking, was it spoken by Jacob Wall in the presence of Mrs. Bowes? A. Yes, and me.

Q. Now, what did Mrs. Bowes say or what was her response? A. Well, she was begging for assistance. I can tell you when it was. The LIPS Society was to be renamed the Wall Foundation. And we had a meeting—Mrs. Rowe and Miss Miller and myself—pertaining to that, and we went to see Mr. Goldstein who was the Commissioner of Corporations over in the Recorder of Deed's Office, and Mr. Goldstein told us it was no trouble to be changed, and Mr. Goldstein knew Mr. Wall personally. He could be called if you wanted him to testify.

Q. Now, let me ask you this: Was there ever a discussion in the presence of Mrs. Bowes with Mr. Wall with respect to the option that he had to buy this property for

\$21,000? A. On the day of the trial of Mrs. Bowes, Mrs. Bowes was planning to leave for Florida with a friend in a car, and I asked Mrs. Bowes if she would be willing to sign an option to Jacob Wall so that we would have something to evidence this [264] situation; that should something happen to Mrs. Bowes, her children would wonder about the thing and we wanted some evidence. And Mrs. Bowes consented to the sale of the property or to an option for the purchase of the property to Mr. Wall for the flat sum of \$20,000 net free and clear of any encumbrance, free and clear of all the advances that had been made by the LIPS Society.

Q. Now, let me stop you there. Was there any discussion between Mr. Wall and Mrs. Bowes at that time with respect to the advances by the LIPS Society? A. Not in so many words by LIPS, but there was reference to the fact that any advances that Jake made himself personally, Mr. Wall, he would be able to recover should he decide not to go ahead with the option.

Q. Was there a discussion with respect to who were the beneficiaries of the Jacob Wall contributions between Jake Wall and Mrs. Bowes? A. The property would be the beneficiary. It wouldn't be foreclosed.

Q. There was no discussion with respect to the Wall Foundation or the difference in the price being—

THE COURT: Don't lead the witness. Let's get it out in direct testimony.

[265] MR. MUNDY: Sorry, Your Honor.

THE WITNESS: The intent based on the discussion, the intent was Mrs. Bowes was to receive \$20,000 cash as a liquidated sum for all the trouble she had been put to for all the advances she had made, for the taxes she had paid, for everything, for everything she had put in the property. That was the understand[ing], and it was based and it was discussed, yes, upon the fact that Mrs. Bowes and I had been approached for the purchase of the property for \$37,000. And we had turned it down, mutually.



BY MR. MUNDY:

Q. Now, you and Mrs. Bowes were approached for the purchase of the property for \$37,000? A. That is right, and the man that approached, as I happen to know, the man who owned the property at the northeast corner of 13th and L Street, Northwest. I don't know his name now. Frank Noonan had also tried to buy the property, assemble the property.

Q. Was there any discussion as to why Mrs. Bowes was willing to accept only \$20,000? A. Because that represented approximately one-half of what we then determined to be the value of the property.

Q. Why only one-half? [266] A. Because Mrs. Bowes had made approximately a third or some percentage of the payments, and my mother and Miss Miller made the others, that is, the LIPS Society, and Wall had obligated himself to make the rest.

Q. To pay the rest of the balance of the note? A. Yes.

Q. In the presence of Mrs. Bowes? A. Oh, yes, in front of her home on the sidewalk in the presence of her visitors. I don't know whether they heard it or not. Probably they didn't because it wasn't any of their business. But the option agreement was written on the hood of the car of I think Mrs. Bowes' friend.

Q. Was there any dissent or denial by Mrs. Bowes that the payments had been made? A. Yes. I said this is clear to her. I said it isn't a question of what the property is worth. It is a question of what should be coming to her and Mr. Wall and LIPS Society—I don't know whether I used the word—but he or whatever it was would take over the rest, that is, the equity in the thing would become, not Mr. Wall, it would become the Wall Foundation. Yes, it was the Wall Foundation because she knew it was the Wall Foundation. We referred to it as such. We sold it to the Wall Foundation.

[267] Q. Did she deny that others had made payments? A. We never went into a discussion of it. It didn't make any difference. There wasn't any discussion who had paid this or who had paid that. This was a liquidated sum.



Q. Did Mrs. Bowes deny when Jacob Wall indicated that his payment would take into account payments made by Miss Miller and your mother, did she deny they had made these payments? A. Oh, no, the subject was never discussed. We knew it; she knew it. I wouldn't have confronted her with it and she wouldn't have confronted me. There was no one else had any interest except the LIPS Society and Mrs. Bowes.

THE COURT: Just answer the question, please. It called for a yes or no answer, and you have already made a speech. Frame your questions in such a way to avoid these speeches.

MR. MUNDY: I was trying to avoid yes or no answers for fear of leading.

BY MR. MUNDY:

Q. Mr. Bartsche, did there later come a time that you had occasion to speak with anyone—I am speaking now after Jacob Wall got the deed—speak with anyone with respect to [268] paying or financing 126 C Street, Northwest?

THE COURT: Did Jacob Wall ever get the deed?

MR. MUNDY: Yes, he has the deed, the 1950 deed, your Honor.

THE COURT: It was never executed.

MR. MUNDY: I said after Jacob Wall got the deed.

THE COURT: You got a piece of paper.

MR. MUNDY: He got a piece of paper. He got the 1950 deed, your Honor.

THE WITNESS: I confirm that statement of yours. That is my testimony. The deed was delivered to him as security. As long as Mr. Wall had that deed, he had nothing to fear because Mrs. Bowes had nothing to convey, and the deed was security to Mr. Wall, and that was given to Mr. Wall, given to me, returned to me in Mr. Wall's presence in the court house after Mrs. Bowes' trial, and Mr. Wall was given it because—Mr. Wall was practically a stranger to Mrs. Bowes; she didn't know him very well. She knew me. And on my recommendation, at my request, the deed was relinquished or delivered to Mr. Wall. And that afternoon we went to Mrs. Bowes' house and then the option agreement was referred to.

BY MR. MUNDY:

Q. Who wrote the option agreement? [269] A. I wrote it very hurriedly on the hood of the car.

Q. Did there come a time that you spoke later with Wilma Miller about this property? A. Many times.

Q. What was the substance of your discussion? A. When Mr. Wall took the property over and made the payments to Walshe, as he did—and there is a letter that I have from Walshe.

MR. MURPHY: If your Honor please, I am going to object to any discussion with Wilma Miller and this gentleman which was not made in the presence of Mrs. Bowes.

MR. MUNDY: He is testifying to what he said.

THE COURT: A lot of this testimony has been on the ragged edge of being immaterial and irrelevant and transactions with a dead man, putting obligations on the estate of a dead man.

MR. MUNDY: Your Honor, I don't mean to disagree with the Court, but the dead man statute is not applicable because we are not making a claim against the estate.

THE COURT: You are establishing one. You said he made an agreement to take over all the payments.

MR. MUNDY: No, sir. We are not trying to make any claim adverse to the estate of Jacob Wall.

[270] THE COURT: Go ahead.

BY MR. MUNDY:

Q. I show you this and ask you, is this a copy of the option agreement? A. Yes, sir. I said it before at a deposition, and this is written by me in my handwriting.

MR. MUNDY: May the record reflect that I am showing Mr. Bartsche the Defendant Bowes Exhibit 3 for identification which was marked and identified at the November 15, 1966, deposition hearing with Mrs. Bowes. I am going to offer it for evidence.

BY MR. MUNDY:

Q. Is this your handwriting? Did you draw this up?

A. I made two copies, one for Mrs. Bowes and one for Mr.

Wall, in my longhand. This is a copy of one of them. I don't know which one.

MR. MUNDY: Fine. I ask that this be unmarked as Defendant Bowes Exhibit for identification and marked as Defendant LIPS Exhibit.

THE DEPUTY CLERK: Defendant LIPS Exhibit No. 12 for identification.

(The option was marked defendant LIPS Exhibit No. 12 for identification.)

[271] MR. MUNDY: It is an option to Jacob Wall.

THE WITNESS: May I consult my file?

THE COURT: Go ahead and consult your files, as long as you don't make a speech.

MR. MUNDY: Your Honor, I would like to move at this time that this be admitted into evidence.

THE COURT: Any objection?

MR. MUNDY: Any objection to the admission?

MR. RITZ: No objection.

THE DEPUTY CLERK: Defendant LIPS Exhibit No. 12 in evidence.

(Defendant LIPS Exhibit No. 12 was received in evidence.)

THE COURT: May I look at it.

(Exhibit handed to the Court.)

BY MR. MUNDY:

Q. Now, Mr. Bartsche, was the document that has just been admitted into evidence, was that signed by Mrs. Bowes?  
A. Yes.

Q. In your presence? A. Yes, at my request.

Q. There has been some question with respect to the repairs that Jacob Wall made on the property. Does that [272] option agreement give Mr. Wall the liability and responsibility to make the repairs? A. That is right.

MR. MUNDY: May I have that exhibit, your Honor, one moment.

(Document handed to counsel.)

BY MR. MUNDY:

Q. I show you this and ask you if you can refer to the language there that specifically does that? A. The option was made by Mrs. Bowes, so to speak, and it reads in the last paragraph: "This option runs from February 20, 1965, and I do warrant title"—

Q. Go slowly. We have got someone trying to follow you. A. "And I do warrant the title to said property, subject only to aforesaid taxes, first trust indebtedness and unpaid assessments."

Q. Are you familiar with the signature of Mary Bowes?

A. Very.

Q. Is that her signature? A. Yes, sir.

MR. MUNDY: Your Honor, did you want to see this further?

THE COURT: No.

[273] BY MR. MUNDY:

Q. Did there come a time that you later received correspondence concerning this property from the collector of the note, Mr. Walshe, P.J. Walshe? A. I received correspondence that had been addressed to myself and to Mrs. Bowes, but I received a copy that was addressed to Mrs. Bowes from Mrs. Bowes in a letter as an enclosure. And she spoke to me on the telephone and requested that we take care of this matter, as we had many others.

Q. What was the nature of the letter that you received? What did it deal with? A. Under postmark of June 12, 1963, I received a letter from Mary V. Bowes addressed to me at 931 G Street enclosing a letter from P.J. Walshe, and the envelope in which it had been transmitted to her dated June 11, 1963, by postmark, and I have the letter here. If you wish me to read it, I will read it.

Q. Let me first get you to identify the envelope. Is this the envelope that you received from Mary Bowes? A. This is the envelope that was addressed to me, Henry Bartsche.

Q. Is this Mrs. Bowes' handwriting? A. That is.

[274] MR. MUNDY: I ask that this be marked as LIPS Exhibit 13 for identification.

THE DEPUTY CLERK: Defendant LIPS Exhibit No. 13 for identification.

(The envelope was marked Defendant LIPS Exhibit No. 13 for identification.)

BY MR. MUNDY:

Q. Now do you have a copy of the letter from Mrs. Bowes that accompanied this? A. The envelope that has been identified contained three items: the letter of P.J. Walshe, the envelope in which the letter had presumably been mailed by P.J. Walshe to Mrs. Bowes, and an order from the District Commissioners Department of Condemnation of Insanitary Buildings, dated May 1, 1963, and addressed to Henry Bartsche and to Mary V. Bowes relative to the subject premises.

Q. Did there come a time that you had an oral discussion with Mrs. Bowes about these items? A. The oral discussion was contemporaneous with the letter, except there had been discussion about the correspondence from the District Government previously.

Q. What did Mrs. Bowes ask or say in the discussion? [275] A. Mrs. Bowes and I went together down to the District Building and saw Mr. Mattingly and others in the District Building about this order.

Q. What was done? A. We didn't have any money to do anything. That is why Mr. Wall had to step in to help. He went with us on one of the subsequent trips.

Q. Are you identifying this as the copy of the letter that was included in this envelope? A. The letter of P.J. Walshe dated June 11, 1963, addressed to Henry Bartsche and to Mary V. Bowes, the envelope in which that letter accompanied that letter, and this letter of May 1963 all were contained in Defendant's Exhibit No. 10 mailed to me.

MR. MUNDY: I ask that all of these be marked.

THE DEPUTY CLERK: Defendant LIPS Exhibit No. 14 for identification.

(The letters were marked Defendant LIPS Exhibit No. 14 for identification.)

BY MR. MUNDY:

Q. Was it this transaction that led to bringing Mr. Wall into the picture? [276] A. It was exactly this transaction.

Q. She turned to you for help? A. And the delinquency of the note which is referred to in the Walshe letter.

Q. Now, she turned to you for help through this letter and this transaction, is that correct? A. Yes.

Q. Mr. Bartsche, did there come a time later that you had anything to do with the note on the premises? A. The next relationship that I had with the premises was when the Powpowskys got in touch with me. I think through Morris Blum, and stated that they had bought the note from Walshe. That the slump in the stock market had required them to have to seek other—well, we won't go into the details. Anyway, they were hard pressed for money to make settlement on houses.

MR. MURPHY: Your Honor, I object to all this conversation. I think it is so immaterial and irrelevant.

THE COURT: Well, I agree with you that it is on the borderline, but we will sort the case out.

BY MR. MUNDY:

Q. Did LIPS keep any records or any books with respect to its transactions or its ownership or proprietary interests [277] or otherwise? A. My mother had all the records. She was treasurer. About the only records outside of the minutes of meetings, which Miss Miller had, were in my mother's hands, and they were in the house at 126 C Street.

Q. Have you had access to 126 C Street? A. No, I have never been in the building—

Q. Since? A. I have never been in the building since December of 1950 [60 or 61], I believe it was.

Q. Have you made a search for your mother's books and records for LIPS? A. The house was gutted. Everything that was in there, I understand, was stolen and removed, and the premises had been cleaned out by someone. There is nothing, I understand, in the building. I don't know. I think the District authorities went there and cleaned it out.

Q. So there were some records or some books kept by LIPS? A. All of LIPS' records were there, yes, with the exception of some that I had down in Charles County which were in a trailer down there.

Q. Now, what books and records were these, specifically, [278] tell the Court, please? A. Well, the records that Miss Miller had were down in Charles County. They were the minutes of the few meetings. There were not many meetings, just the few that we had. The financial records, my mother had, they were not formal records. They were not kept as formal records. But she had records, her own records, cancelled checks and all those things.

Q. Do you know whether she kept any— A. Paid tax bills.

Q. Do you know whether she kept in the LIPS records anything with respect to 126 C Street? A. Everything. Everything.

Q. And these have been destroyed? A. Well, I wouldn't say destroyed. They are not available.

MR. MUNDY: I have no other questions. Oh, I'm sorry, your Honor. We have some pending things. I would like to move for their admission into evidence.

THE COURT: What are they, counsel?

MR. MUNDY: I am moving for admission into evidence the items addressed to Henry Bartsche and Mrs. Bowes with the enclosures, namely—let me show them to counsel.

MR. MURPHY: No objection, your Honor.

[279] THE COURT: There being no objection, they will be admitted.

THE DEPUTY CLERK: Defendant LIPS Exhibit Nos. 13 and 14 received in evidence.

(Defendant LIPS Exhibit Nos. 13 and 14 were received in evidence.)

THE COURT: Before we begin cross-examination, we will take a short recess.

(Short recess taken.)



CROSS EXAMINATION

BY MR. MURPHY:

Q. Mr. Bartsche, you said you lived at 3601 34th Street, Northwest, Washington, D.C.? A. I have lived there for about two years.

Q. Who else lives in the house besides you? A. Miss Wilma Miller owns the house. I have a room there.

Q. Does anyone else live there but you two? A. Four cats.

Q. Four cats. Mr. Bartsche, I believe you testified that you were out of the jurisdiction for some 10 years? A. From 1950, I think it was, until December 1959.

Q. During that time were you employed?

[280] A. In 1953, I think it was, I became employed by the Jamison Motor Company in Waldorf, Maryland. Prior to that I had been employed by a junk yard in Bladensburg.

Q. Since your return to the District, where have you been employed? A. In 1959 I was employed, in September of 1959 I became employed by the Volkswagen distributor in Bladensburg.

Q. Then that would be 1960. From 1960 where have you been employed? A. In 1961, I believe it was, and part of 1962, fiscal year, I was employed by Miss Miller as manager of her office when she had the Securities and Exchange Commission contract, and I have done work for her on a contractual basis since from time to time. That has been the only employment I had until I started operating a taxicab service to the Washington National Airport in February of 1961 when I started that business.

Q. Now, when you transferred this property to Mrs. Bowes, you were the owner of record of that property, is that correct, in fee simple? A. Subject to a first trust, which had about \$13,200 debt.

[281] Q. And you transferred all your rights, title and interest in that property to Mrs. Bowes? A. That is right.

Q. And you verified that in this court, I believe, in 1964 when you filed Civil Action No. 1639-63? A. I would



rather have that act speak for itself in exactly the same words in which it is stated there because there is a counterclaim in the case which is much broader than the actual adjudication requested by me.

Q. Mr. Bartsche, I believe you testified that you made no payments personally on this property since you conveyed it to Mrs. Bowes? A. To the present date, from 1950 to the present date, I have contributed not one cent except \$3 to the Powpowskys.

Q. Which was returned to you? A. Which was, I think returned to me, yes.

Q. Now, when you prepared a quit claim deed, you had no interest in this property? A. What kind of interest?

Q. Any kind of interest. A. I had the greatest of interest in it.

Q. Any legal interest? A. I think I had a lawful interest in it, yes.

[282] Q. What was your interest? A. I considered myself to be trustee for the LIPS Society with respect to the entire title and interest which Mr. Wall would have, because the LIPS Society had contributed part of the purchase price or agreed purchase price under the option. The property was worth about \$35,000 to \$40,000 at that time and Mr. Wall was buying it for \$20,000. So part of the money which was being given as consideration for the property was money that had already been put into the property by the LIPS Society and which they were, in a sense, quit claiming since they would be taking it as the Wall Foundation anyhow.

Q. But then you transferred that deed as a trustee? A. I didn't consider that I had one cent of interest in the property even for Mr. Wall except as a trustee. I didn't consider that it belonged to me. I didn't ask for it. I was merely, you might say, holding title to it or holding whatever rights Mr. Wall had tried to convey to me in his will for the benefit of the LIPS Society, not for Henry Bartsche.

Q. But when you transferred that property on that quit claim deed, you had no interest from any Wall Estate, is that correct? A. No, I don't think that is correct, no.

[283] Q. Had any interest been paid out of the Wall Estate? A. It hadn't been paid yet, no. But I had an interest in it. I can't give you a conclusion on that. I am not an expert on real estate law. I know something but I am not an expert on it.

Q. You have been dealing in it for 30 years? A. I bought my first real estate in 1927 from my grandmother, and since then I have bought a great deal of real estate up until I went completely insolvent in the 1950's.

Q. Now, this option to buy by Mr. Wall, that was prepared solely by you, isn't that correct? A. On behalf of Mr. Wall and on behalf of the LIPS Society, yes.

Q. Did you do that preparation as an attorney? A. I suppose I could be charged with having practiced law, yes, but having an interest in the property from the standpoint of moral interest and seeing these people advance money, I suppose I ask indulgence, or expect indulgence.

Q. Now, when you prepared that, you purported to be a friend of Mrs. Bowes and also a friend of Mr. Wall? A. I think that I was, probably. I would like to think that I was Mrs. Bowes' best friend and, yes, Mr. Wall, too.

Q. In other words, you were representing both sides? [284] A. Without fee, yes.

Q. But did you know that Mr. Wall was going to will you \$5,000? A. I don't think his willing the \$5,000 to me if I may go into what his intent was, was to give it to me. It was to give it to the Wall Foundation. That is why I transferred it. Mr. Wall knew that I couldn't take title to anything because I had creditors.

Q. Now, Mr. Wall had no legal title to this building, did he? A. That is a conclusion of law and I wouldn't want to pass on that.

THE COURT: Do you or do you not know?

THE WITNESS: I believe he did have a legal interest in it, yes.

BY MR. MURPHY:

Q. I quote here from your deposition of November 17, 1966, on page 17 where this question was asked you:

"Question: He had no legal interest in it?"

Your answer:

"He had no legal title to the property, except he was holding the deed, which Mrs. Bowes had entrusted to him, and may I just interject this one thing, I think this will help you. There seems to be a dispute as to how Mr. Wall [285] got possession of that deed in the first instance. The deed was handed to me in the court house in the presence of Mr. Olender, and it was handed by me to Mr. Wall with the consent and acquiescence of Mrs. Bowes who trusted me at the time."

Is that correct? A. That appears to be the statement which I made. I have no reason to dispute it.

MR. MURPHY: Would the Court indulge me just one second. I have no further questions, your Honor.

MR. RITZ: May I inquire?

THE COURT: Surely. Go ahead.

BY MR. RITZ:

Q. Mr. Bartsche, in 1964 when you took this deed from Mrs. Bowes—now, by the deed, I mean the deed conveying the property from you to Mrs. Bowes—at that time she gave you a number of checks which represented payments on the mortgage to Walshe. Would you tell the Court what you have done with those checks? A. I don't recall the checks.

Q. You don't recall her giving you checks indicating payments on the note? A. No, I don't.

[286] Q. Now, at the time back in 1964, this took place in General Sessions Court when this deed was given to you for safekeeping, is that correct, it took place after the General Sessions Court hearing? A. I didn't say it was given to me for safekeeping. That I think is the issue in the case. I say the deed was given to me as security for consideration, and that I didn't take it. Mr. Wall took it. Mr. Wall had already paid on the property and already incurred expenses in connection with it at that time.

Q. It was given to Mr. Wall as security for payments he had made prior to that? A. There had been some made prior to that. I don't recall the exact amount of them.

Q. Mr. Wall made payments prior to this? A. That is my recollection.

Q. Were they done at Mrs. Bowes' request? A. Yes, of course.

Q. Mrs. Bowes didn't know Mr. Wall, did she? A. Mrs. Bowes knew Mr. Wall from about, I would say, she had had some contact with him sometime between May when this notice on the repair of the property and the proceedings in the General Sessions Court, the criminal proceeding— [287] I don't remember just when it was that she first had contact with him, but it was all in connection with this.

Q. Was it 1951 when you testified she became in need of money to pay these mortgage payments? A. It might have been 1952 or 1953. I don't remember the exact date.

Q. And she did not see him again for some 12 years? A. She didn't make any payments. She made practically no payments for a large period of time between 1954 and 1959. I know that because my mother came down and got money from Miss Miller to make payments.

Q. Are you saying Jake Wall from 1952 to 1964 made payments with no security? A. No. Wall made no payments on this property until 1963.

Q. When he took the option? A. No. He made some payments before that.

Q. How long before? A. Maybe a month, whatever it was when it was in jeopardy at that time. My mother was dead. Miss Miller didn't contribute to it in 1963.

Q. Now, at the time the deed was given to you and at the time the option was drawn up, were you and Mr. Jacob Wall [288] represented by Mr. Olender, a member of the bar? A. I have never been a member of the bar.

Q. Was Mr. Olender a member of the bar? A. Oh, yes.

Q. And Mr. Olender was representing you and Mr. Wall? A. He was not representing anyone but Mrs. Bowes and Mr. Wall when the proceedings took place in the General Sessions Court.

Q. Who represented you at the trial in General Sessions Court? A. Mr. Wall got Mr. Olender to represent me.

Q. So he was your attorney? A. Yes, he was.

Q. And he was Mr. Wall's attorney? A. He was Mr. Wall's attorney before he was my attorney.

Q. And then at your request or Mr. Wall's suggestion, he represented Mrs. Bowes? A. No. The purpose was to get the property in Mrs. Bowes, to make no admissions in the case which might be interpreted as showing any right, title or interest in the property in my name. My wife would have stirred up trouble, no doubt, had she thought that I owned anything that she could go after. And I didn't own it. I had these people to protect.

[289] Q. You did not get Mrs. Bowes, you did not suggest Mrs. Bowes get her own counsel before she gave you a deed and an option? A. There was a time—

Q. Did you suggest she get her own attorney? A. Mrs. Bowes already had counsel. She had Rex Nelson and she had Mr. Murphy.

Q. Oh, you knew this at the same time you got Mr. Olender to represent her? A. I knew it from September 1963 when Mrs. Bowes told me that the deed was in the safe of Rex Nelson, whom I had known for about 15 years.

Q. Just answer my question. Then knowing that she had an attorney, you got Mr. Olender, who was your attorney and Mr. Wall's attorney, to represent her at the same time she gave you the deed and the option, is that correct? A. That's a little too long. If you want me to paraphrase my answer, I will be glad to.

Q. I will reduce the sentence.

THE COURT: Rephrase your question.

BY MR. RITZ:

Q. At the time you got Mr. Olender to represent Mrs. Bowes, you knew she was being represented by Rex Nelson? [290] A. Mr. Wall got Mr. Olender to represent Mrs. Bowes. I paid Mr. Olender nothing for the representation. Mr. Wall paid him.

Q. Mr. Olender to represent Mrs. Bowes? A. That is right. Mrs. Bowes paid \$50, and Mr. Olender's charge for legal services is \$250 a day in court. She paid \$50 of it,

and Mr. Wall either paid or obligated himself to pay \$200 of it.

Q. A very convenient arrangement, wouldn't you say?

A. I had nothing to do with the arrangement. I had no money to pay any of it.

Q. You testified that Jake Wall made repairs to this 126 C. Were they substantial? A. I have never been in 126 C Street since 1950. I do not know. But they asked Powpowsky at the trial whether he had made repairs, and he said he had.

Q. You testified that he made repairs? A. I did not testify to that. I can testify that I understood he did. But I haven't any personal knowledge. He obligated himself to do it. He represented to the District Government that he would.

Q. Are you aware that since 1963 this building has continually been threatened by condemnation? [291] A. I am quite aware of it.

Q. Strike that. Not by condemnation, but, let's say, by expection; that it has been condemned? A. I haven't been down there inside the building.

Q. Are you aware that the District has condemned it?

A. I have passed by the front of the building and I have seen it. I accompanied Mr. Wall in 1963 to the Insanitary Buildings Department.

Q. You are aware the building as of this minute is condemned? A. There is a condemned sign on it, but there was a condemned sign on it in 1963, also. It was removed after Mr. Wall repaired it.

Q. It was removed, so then it is not condemned? A. The sign was only put on when this trouble started up again. I suspect political inspiration for it.

Q. Are you saying that Mr. Nelson or Mr. Murphy have instigated this condemnation? A. I am not saying anything of the sort. But I suspect—I know Mr. Noonan was very much interested in this property and made a very heavy offer for it. And Mr. Pitt[ler] wanted to buy it. Both of them have been quite active in assembling property down there.

[292] Q. You are saying they are behind this? A. I don't know what is behind it. I told you it was purely conjectural.

Q. You testified that Mrs. Bowes made very few payments since 1951. A. I said that there was a note that Mr. Walshe had on the note information—

Q. Mr. Bartsche— A. Just a minute. Let me finish.

THE COURT: Just a minute, please. Don't argue. Let's have questions and answers.

BY MR. RITZ:

Q. The question is: You testified that Mrs. Bowes made no payments since 1951 when she came to you and said she needed money, is that right? A. When did I testify to that?

Q. I thought you did today. A. I don't recall any such testimony.

Q. Did she make payments on this since 1951? A. Mrs. Bowes made about 80 payments on the property out of 182.

Q. This covered a period all the way up to 1966? A. From the period 1950 to date.

[293] Q. When she paid the insurance in 1966, is that correct? A. I am not talking about insurance. I am talking about the payments on the first trust.

Q. Now, Mr. Bartsche, back in 1963, you wrote a letter to Mr. Walshe, the trustee, did you not? A. I certainly did.

Q. In which you stated: "As you know, Mary Bowes is the equitable owner of the above property." A. That was right, in 1963 when that letter was written.

Q. March 12, 1963, is that correct? A. That is right.

Q. And at that time to Mr. Walshe, the trustee, you also stated: "Mrs. Bowes claims that her records in the premises show she has already remitted through your corporate organization not only the \$13,500 face amount of this note, but more than twice the amount, \$21,994 you represent to be unpaid." A. I think Mr. Walshe's ledger book would be the best evidence in this matter.



Q. You wrote this letter? A. I wrote the letter, and I did not have access to his ledger, but I went on the representation of Mrs. Bowes and on my calculations.

Q. And your calculations were based on your examining [294] the payments she made, isn't that correct? A. No, they were not.

Q. What were they based upon? A. Based on her representation and my recollection of money my mother had paid.

Q. You didn't say that in this letter, did you? A. Well, the payments were made on behalf of Mrs. Bowes. I think there is no question about that.

Q. Mrs. Bowes claims her records indicate premises—  
A. My records were her records. Miss Miller's records were—

Q. All these payments were Mrs. Bowes? A. I think you understand what I mean, Mr. Ritz.

Q. I don't, Mr. Bartsche. A. I say this, if you wish an explanation, and apparently you do not. The letter was written—

THE COURT: Mr. Bartsche, there is no question pending.

MR. RITZ: I am not asking a question.

THE WITNESS: May I explain. At the time that letter was written Mrs. Bowes was threatened with foreclosure. Neither I nor Miss Miller nor my mother, who I think at that time was dying, had the money to meet these payments. I wrote [295] to Walshe and I went with Mrs. Bowes and pleaded with him for some time. Mrs. Bowes and I went together. This letter was written for Mr. Walshe's benefit, and there was some question as to the exact amount that Walshe had. We made this allegation that was not based on any careful computation, and the statement which is there is my statement pursuant to knowledge which I had not only from Mrs. Bowes but from Miss Miller and from my mother.

BY MR. RITZ:

Q. It was not based on fact? It was based on your opinion, is that correct? A. I think the letter speaks for itself. It was based on my opinion and my representation, yes.



Q. Now, you were tried in 1964 for violating the Housing Code, is that correct? A. I was.

Q. And you made a vigorous defense on the grounds you did not own this property, is that correct? A. I made the defense on the ground that I had no control over the property. I neither owned it nor was I a tenant.

Q. Mr. Bartsche, the record on appeal, the appellate court reversed on the grounds that the court would not admit into evidence your deed to Mrs. Bowes, is that not correct? [296] A. The record will speak for itself, since we apparently have a different interpretation.

Q. Your conviction was reversed on the ground you were not the owner? A. I was found not guilty on the ground that I had no control over the property.

Q. I think the opinion speaks about ownership, does it not, Mr. Bartsche? A. It does. And it is to that that I refer.

Q. "Appellant denied"—you were the appellant? A. May I have the opinion?

Q. You were the appellant? A. I appealed my conviction before Judge Skelley, yes.

Q. "Appellant denied owning the property and stated that in 1949 he had delivered a deed conveying his entire right, title and interest to one Mary V. Bowes." Is that correct? A. That is right.

Q. This was in 1964? A. That was in 1963 that the conviction was obtained. I think it was in September or August.

Q. The appeal was in January 1964? A. It was before Mr. Wall was called into the case.

[297] Q. But in 1964 you still took the vigorous position that Mrs. Bowes owned this property? A. The court took the position that it states there. That was after I had taken my appeal.

Q. Your position was in 1964 that Mrs. Bowes was the sole owner of 126 C Street, Northwest? A. No, that is not my position.

Q. That was your defense? A. And my defense was not made in 1964. It was made in 1963.

Q. Subsequent to that time Mrs. Bowes was tried and convicted as the owner of the premises, is that correct? A. Mrs. Bowes was given a suspended fine, yes.

Q. She was convicted since she was the owner, and she was given a suspended fine, and she was represented by Mr. Olender, who was your attorney and Mr. Wall's attorney? A. Mr. Wall's attorney.

Q. Now, on May 20, 1958, you sent a photograph to Mrs. Bowes, and you call her "Mamie," don't you? You said: "To my beloved Mamie, to whom I owe my whole life, Henry Bartsche." A. That is correct.

Q. Now, Mr. Bartsche, what besides your life do you owe Mrs. Bowes? [298] A. My sanity.

Q. How much money? A. I gave Mrs. Bowes a note. I put it in an envelope because she wouldn't take it. This was in 1949, as I recall.

Q. How much money? Would it be \$2,000 or \$3,000? A. I would say probably now I don't owe her very much, if anything. But as of the time that the note was given, I owed her somewhere in the neighborhood of \$1300.

Q. You don't owe her any money, Mr. Bartsche, because of all of these payments you claim were made for the Society were made to repay Mrs. Bowes for the money you borrowed; isn't that correct? A. No, I don't. I made no payments on this. I did do this. When I was working for Volkswagen in —

Q. Mr. Bartsche, were these payments that you claim were made by the Society not to repay Mrs. Bowes for the money she had lent you? A. I don't think any member of the Society except myself knew that Mrs. Bowes had loaned me any money in 1949. I certainly hadn't told Miss Miller about it.

Q. Also, you testified at the deposition? A. Let me qualify that. My mother may have known about it. I don't know.

[299] Q. You also testified at the deposition that at that time there remained about \$300 or \$400 unpaid to Mrs. Bowes owed by your mother, Mrs. Bartsche? A. I don't know. I don't have those records, and it is just an impression that I had that my mother might owe Mrs. Bowes that.

Q. Over the years Mrs. Bowes lent your mother —  
A. No. Mrs. Bowes made good a check of my mother's which had been returned that they had given for something other than this property. I don't know what it was. I think it was \$175 to be exact. I am not sure.

Q. Well, at the deposition this is what you said. Are you changing your testimony? A. I think I would be, yes. I think it was \$175 or a hundred and some dollars. Yes, I think I would change my testimony. After all, I have had a chance to think about that.

Q. During the time your mother was living, part of the time she lived at 126 C Street, Northwest, is that correct?  
A. She was there, I would say, during that 10 year period that I was out of Washington, about half of the time.

Q. Five years? A. Probably. Not at any one time. She had possession.

Q. Do you know if she ever paid Mrs. Bowes one dime rent? [300] A. Mrs. Bowes testified the other day that my mother paid her \$5 a week. That is news to me. I didn't know that.

Q. \$5 a week? A. That is news to me.

Q. One other question, Mr. Bartsche: You testified at the deposition this property was worth \$55,000. I think somewhere in the last few days you made the statement it is worth \$77,000? A. That is right. The interest of Mrs. Bowes in the property is \$20,000. The reason that the LIPS Society in the property is \$55,000. The interest of Mrs. Bowes in the property is \$20,000. The reason that I arrived at that is this. Mrs. Bowes —

Q. You have testified it is worth \$77,000 today? A. It is worth \$77,000, less the \$20,000 owing to Mr. Wall.

Q. In 1964 when the option was given, were you going to give Mrs. Bowes \$20,000 for a \$77,000 property?

A. No. At that time it was worth \$35,000 or \$40,000.

Q. What is increasing it so much in two years? A. I have the records of Mr. Rusk that show that, if you wish to go into that.

Q. In 1964 — A. Property has increased down there.

[301] Q. In 1964 when she gave an option to Mr. Wall, it was worth \$20,000 to her? A. Her interest in it.

Q. You can answer at one time. In 1966 —

MR. MUNDY: Your Honor, I object. He is putting questions in shotgun fashion and he wants to compare it with further statements.

THE COURT: This is cross-examination. Mr. Bartsche has made the outright statement, I heard it myself, that this property is worth \$77,000 and somebody is trying to pull a fraud. I think he has got a right to cross-examine him on this.

MR. MUNDY: No, your Honor, because you have ruled out the question of fraud.

MR. RITZ: Well, I will withdraw the question.

MR. MUNDY: Well, let me understand whether we are going into the area of fraud. As I recall, your Honor ruled from the bench that fraud would not be an issue in this case.

THE COURT: I know, but he has made some statements about value here. We are just exploring value, that is all, and how he arrived at his values. He threw in the fraud, but he can still inquire about value.

BY MR. RITZ:

Q. In 1964 you drew up an option giving Mrs. Bowes [302] \$20,000 for the property — right? A. Giving Mr. Wall —

Q. Mrs. Bowes. A. Giving Mr. Wall a right to buy the property for \$20,000, yes.

Q. In 1966 at your deposition you said this property was worth \$55,000. A. I did not. I said the interest of the LIPS Society was worth \$55,000. That is what we paid the stamp taxes on.

Q. You paid the stamp taxes on \$55,000. What did that represent? The value of the property? A. The value

of the interest conveyed. I was required to make an assessment of what the value was that was conveyed. It was subject, in my opinion, to a lien of \$20,000. It was worth \$70,000 or \$75,000. And when I arrived at the figure of \$55,000, Miss Miller paid stamps on that amount.

Q. How did you arrive at that being the value? A. Because the adjoining property, the same party that tried to buy it, it had been sold for \$77,000 in October.

Q. Mr. Bartsche, how did you establish your interest as being \$55,000 when you testified you had no interest? A. I was of the opinion that Mr. Wall's interest and the Legal Integrity Preservation Society interest, which it [303] was the intent, I presumed, of Mr. Wall should be conveyed to me as trustee. Mr. Wall left the property to me and I considered myself the trustee.

Q. When did he leave the property to you?

MR. RITZ: May we see the will. Where did he leave the property to you?

MR. MUNDY: Your Honor, we will stipulate that the will provides that he devises and gives to Henry Bartsche \$5,000 of his interest in 126 C Street, Northwest. The administrator of the estate is here and he can clarify that point, but that is what the will provides.

THE COURT: Of his interest -

MR. MUNDY: In 126 C. \$5,000 of his interest, he devises, gave to Mr. Bartsche.

THE COURT: Is that what he conveyed for \$55,000?

MR. MUNDY: No, sir. For the \$55,000, Mr. Bartsche was taking that interest.

THE COURT: Let's get it through testimony.

BY MR. RITZ:

Q. He did not give you the property, Mr. Bartsche, your counsel stipulated? A. This involves a legal question and I wouldn't want to pass on it. I only say that whatever Mr. Wall gave me, [304] I conveyed to the LIPS Society.

Q. \$5,000? A. Mr. Wall had contributed as far as I knew and understood at that time about \$5,000 to this

property. The words "devise" and "bequest" were used in the will. That it was the intent to convey property, the real property interest, or an interest that he might have of a liquidated monetary amount to me.

Q. On page 17 and 18 of your deposition you stated: "The intent was the value of \$55,000, and I arrived at that by appraisal of property, and I consider myself as competent to value property in this area." A. I do.

Q. Now, it's your testimony that in 1964 this property was worth \$20,000 net and in 1966, \$55,000? A. I don't believe I testified to that, Mr. Ritz, and I resent that you stated that I testified to that. I said that Mr. Wall and I and Mrs. Bowes agreed that in return for the services which had been given to the LIPS Society which had been given by Wall — Wall was not a member of the LIPS Society — that Mrs. Bowes was to receive \$20,000 for her interest. And I went to your office on May 9th and you offered me a quit claim deed to the property for that sum.

[305] Q. We will get to that point about your coming to my office, Mr. Bartsche. The intent was the value of the property, not the Society interest in the property, Mr. Bartsche. You claim that you are competent to value property. Now, you say the value was \$55,000? A. I was told by the assessor's office or by the office over in the Recorder of Deeds that I better put down this amount of stamps that would be required, or I would have a further problem in this case by having trouble with either the Internal Revenue Service or anyone over misrepresenting the value of the property. And it was for that reason that I represented to Miss Miller that she should buy stamps amounting to the stamps for \$55,000 value. And she did that.

Q. How much is the — A. I had no interest in the property.

Q. How much is the annual real estate tax on this property? A. I really don't know at the present time.

Q. In the neighborhood of \$200, is it not? A. The real estate tax does not reflect the value of the property, and I will establish that if you wish me to.

Q. The District has undervalued, is that your testimony? A. No. I will establish what there is about it from [306] sales on the adjoining property which is the Assessor's method with which I am familiar.

Q. When you came into my office in 1965 — A. You don't want me to explore this?

Q. No. When you came in my office in 1965, I believe it was after Mr. Wall died, is that correct? A. No, I did not.

Q. You did not? A. It was long after Mr. Wall died. I had the exact date when I came to your office. I have your card with the date written on it.

Q. March 1966? A. No, it wasn't in March 1966, either.

Q. You did come to my office? A. I came to your office once. I think I came, also, once when you weren't there.

Q. Did you offer me \$55,000 for Mrs. Bowes' interest in the property? A. I did not.

Q. How much did you offer me? A. I didn't offer you anything. You made the offer. You were very much concerned because the thing was tied up with Mr. Jacob Wall's estate. All you would give was a quit [307] claim deed in the sum of \$20,000 and I said LIPS Society would accept it and Miss Miller would raise the money and give it to you.

Q. Did Miss Miller ever raise the money and bring it in? A. That occurred on the 29th day of April. I have your card with the date on the back of it. Within 11 days you had seen fit to have the property conveyed to Murphy and Nelson, who were acquaintances of yours.

Q. So it was 11 days I held that deed in my office? A. You held that deed 11 days. You held the contract 11 days.

Q. And during the 11 days — A. And the contract is not the contract which you said, though. It was changed after the 29th of April.



Q. During that 11 days you had recorded a quit claim deed to the Society? A. No, I had done it before that. The deed to the Society was recorded before I came to your office. I brought the deed to your office in good faith and showed it to you. I had never met you before.

Q. So when you came into my office you had already recorded a quit claim deed to the Society, is that correct?

A. That is right.

[308] Q. Yet despite that and despite my representing Mrs. Bowes, I let the situation remain stable for 11 days, is that correct? A. I don't know how many days you let it stay stable, but the record shows, according to Mr. Murphy and Mr. Nelson, that they had already signed the contract on the 22nd day of April.

MR. RITZ: As a matter of fact, they did.

THE WITNESS: Well then, why —

MR. MUNDY: Your Honor, this is not cross-examination. Objection.

MR. RITZ: I withdraw that.

THE COURT: This is not testimony, either. This is speech-making.

MR. MUNDY: Your Honor, he is responding to things being asked of him.

THE COURT: Mr. Bartsch, would you please just answer questions and not volunteer information. The record is already too long. The record is already too long with irrelevancies. Just answer questions, please.

MR. MUNDY: Your Honor, I just —

THE COURT: And you quiet down and you just ask questions, Mr. Ritz. Let's get this case on the tracks.

[309] BY MR. RITZ:

Q. In 1964 you testified that Mrs. Bowes was given an offer of \$37,000 for this property? A. The offer was made to Mrs. Bowes and to me.

Q. By whom and where? A. I don't remember the man's name, but he owned the property at the S.W. corner of 13th and L Street, and he wanted to make a swap of that as an alternative because we wouldn't accept the offer.



Q. This was made to you solely, wasn't it? A. No. The offer was made to Mrs. Bowes, as well, because I was there when the telephone call came in and the conversation was had at her home at 4017 17th Street.

MR. RITZ: I have nothing further, your Honor.

THE COURT: Do you have any further questions, Mr. Mundy?

MR. MUNDY: Yes, your Honor.

REDIRECT EXAMINATION

BY MR. MUNDY:

Q. Mr. Bartsch, by your quit claim deed to the Legal Integrity Preservation Society in April of 1966, what interest were you conveying? A. Every speck of interest I might have in any source [310] whatever.

Q. What interest did you consider yourself having? A. I considered that I was under the trusteeship to the LIPS Society or the Wall Foundation, as well as to Mr. Wall in his will.

Q. Have you seen Jacob Wall's will, Mr. Bartsch? A. Yes.

Q. Does that will make a gift, devise or bequest to you? A. It devised the property and a bequest of \$5,000 of his interest.

Q. In 126 C Street? A. In 126 C Street.

Q. Now, your mother, you say it came to you as a surprise that she paid anything to Mrs. Bowes in the years 1950 until her death? A. I have never heard of her paying rent there.

Q. Who was taking care of 126 C Street? A. My mother was taking care of it. She was the only one that lived there during the time that I was out of Washington.

Q. So Mrs. Bowes would correspondingly owe her something for caretaking? A. I don't think so.

[311] THE COURT: This is a conclusion. Strike that.

BY MR. MUNDY:

Q. Now, let me ask you one further question, Mr. Bartsch: What basis do you have for arriving at your eval-

uation of the property? You spoke of assessments. A. Do you want me to qualify myself as an appraiser first?

Q. Yes, sir. Since on cross-examination counsel went into the question of valuation. A. I consider that I am competent to appraise real estate, although I am not licensed as a commercial appraiser, particularly real estate in the area of the foothills of the Capitol, foot of the Capitol. I bought my first property there in 1930. I have seen the neighborhood grow. I know what the sales have been for. I have bought property there to the extent of about 25 houses. I don't think there is anybody in the city of Washington who is better qualified to state what the value of property is there.

I state this: that six years ago, seven years ago, about 1960, property in the back of this property, across the alley from it, was sold to the Carpenters Union for \$31 a foot by the Bliss Estate. A plumber who owns a house at 122 C Street sold his property for better than \$70 a foot [312] in October of this past year.

Frank Noonan sold his property which was adjoining for approximately \$77 a foot. This particular property is 20 feet wide by 100 feet deep. The other lots in that block are for the most part 20 feet wide.

THE COURT: Let's just get to your figure. What is your figure on the property?

THE WITNESS: My figure on the property is that it is worth about \$78,000 or \$78,500.

MR. MUNDY: I have no further questions.

THE COURT: I have one or two I would like to ask you, Mr. Bartsch.

THE WITNESS: I am going to testify on direct examination as sort of a narrative statement, if I may. I am sort of a defendant in this case.

THE COURT: May I still ask a few questions?

THE WITNESS: Yes, sir.

THE COURT: I am curious about this LIPS Society. What was the purpose of the organization?

THE WITNESS: I have the charter here and I think that will speak for itself better than any interpretation I might place upon it.

[313] THE COURT: As president, could you tell me what the purpose of the corporation is?

THE WITNESS: The purpose was to clear up the corruption in the bar, particularly of this district court as experienced by Henry Bartsch, Melissa Rowe, Gordon Louk, and several others.

THE COURT: It was an organization of people who felt they had been imposed upon by this court?

THE WITNESS: No. It was an organization seeking to improve the quality of the bar here.

THE COURT: What kind of books and records did you keep?

THE WITNESS: We kept records of our minutes, and my mother had records of money she had advanced to the Society. I don't know whether Miss Miller had records, also. I guess the checks were all she had.

THE COURT: Did you keep a ledger?

THE WITNESS: No, we had no bank account. We didn't keep a ledger. We are not a commercial organization. As a matter of fact —

THE COURT: You have answered my question. Now, answer this one. Did the organization ever advance any money on its own account to anybody for any purpose?

[314] THE WITNESS: Yes.

THE COURT: To whom?

THE WITNESS: Only two people that I know of did it advance money: Mrs. Bowes and Mr. Wall.

THE COURT: Was that over a company check?

THE WITNESS: No. It was in cash to settle a claim that Mr. Wall had with the District Government.

THE COURT: Did it come out of the treasury of the organization?

THE WITNESS: Yes, \$600 was loaned to Mr. Wall, and it was repaid.

THE COURT: Who kept the monies of the corporation?

THE WITNESS: My mother kept all the money, with the exception of that \$600 which was in cash.

THE COURT: Did you solicit any contributions?

THE WITNESS: Yes, we did. In Charles County I had a number. I didn't solicit. It was given to us, with no strings.

THE COURT: Who took care of those monies?

THE WITNESS: That was the cash I am speaking of. It was about a thousand dollars altogether.

THE COURT: But you had no bank account, no checking account?

[315] THE WITNESS: Only my mother's checking account, Miss Miller's checking account, and Mr. Gordon Cooper.

THE COURT: You consider their checking accounts as being part of the LIPS organization?

THE WITNESS: Well, that was the only way we had of keeping records. We did not have an actual — the institution was not financial. We did not have an actual bank account of our own as such, no.

THE COURT: Can you tell me any specific instances in which you interposed your organization to correct the legal wrongs you are talking about?

THE WITNESS: We were not working toward the correction of legal wrongs through the direct activity of the Legal Integrity Preservation Society. Neither I nor it nor any of its members were members of the bar. While we did help people and we did get attorneys to work for us, occasionally for nothing, sometimes for a fee, that is, to work for these people, we were not a charitable organization.

THE COURT: What fees?

THE WITNESS: People who came to us asking for help. There was one cab driver who was in trouble here in this district court; Mr. Wall who had difficulties with Mr. Kidd in the Finance Office of the District of Columbia, on whose behalf [316] we loaned \$600, which was repaid.

That is why Mr. Wall was not a member of the Society, because he was benefitting from it.

The same thing is true of Mrs. Bowes. We would have loved to have her as a member, because I considered her a fine woman, but because she was receiving aid, we couldn't have her as a member. May I —

THE COURT: No. You say you are going to take the stand in your own behalf?

THE WITNESS: Yes.

MR. MUNDY: Your Honor, I would like to add one thing before he starts testifying on his own behalf. I would like to introduce through him the articles of incorporation of LIPS.

THE WITNESS: I will do that when I testify on direct examination, if you wish.

MR. MUNDY: Very well.

THE COURT: Are you going to commence your direct now, is that it?

MR. MUNDY: I have concluded. That is, the Legal Integrity Preservation Society has concluded with Mr. Bartsch as a witness.

[317] Now, I assume he wants to testify on his own behalf as a single party.

THE COURT: We will let you finish your case first.

MR. MUNDY: Step down, Mr. Bartsch.

(Witness steps down.)

MR. MUNDY: Call Mr. Preston.  
Thereupon,

NATHANIAL A. PRESTON

was called as a witness and, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. MUNDY:

Q. Would you please state your full name. A. Nathaniel A. Preston.

Q. Are you the administrator of the Estate of Jacob Wall? A. I think the legal term is "Administrator CTA."

Q. Do you know that that means? A. No, sir.

Q. Under what Court's jurisdiction is the estate? A. This Court, I believe. I'm not sure.

Q. United States District Court for the District of Columbia?

\* \* \*

[318] Q. The Letters of Administration to you issued from the United States District Court for the District of Columbia? A. Yes, sir.

Q. Now, when were you made the administrator? A. The latter part of October 1966.

Q. When did Jacob Wall die? A. October 1, 1965.

\* \* \*

BY MR. MUNDY:

Q. And I ask the witness to indicate whether in that will, whether there is a devise of an interest in real estate given to Henry Bartsch? A. Yes, there is.

Q. Will you please tell the Court to the best of your recollection the language.

[319] THE COURT: Let's get the exact language. If we are going to interpret a will, I am not going to take the administrator's interpretation of the will.

MR. MUNDY: I'm not asking him for an interpretation. I am asking him only for what interest and on what property.

MR. RITZ: It is stipulated to.

MR. MUNDY: All right, sir.

BY MR. MUNDY:

Q. Do you have in your possession any receipts indicating payments by Jacob Wall on 126 C Street, Northwest? A. Yes, I do.

Q. Did you bring those, subject to subpoena? A. All that I could discover to date, I brought with me.

Q. Would you please get those out, sir. First let me ask you, Mr. Preston, are you involved in litigation in the Court of General Sessions concerning the deed to 126 C Street, Northwest? A. Yes, I am.

Q. Who filed suit for the deed? A. I think it was Mr. Nelson and Mr. Murphy.

Q. Not Mrs. Bowes? A. No, sir.

Q. Not Mrs. Bowes who purports to own the deed?  
[320] A. No, sir.

Q. What kind of action was it? A replevin action? A. Yes, sir.

Q. Did they assert ownership to the deed in the complaint, as you recall? A. I don't remember.

Q. Now, you have those receipts? A. Yes. I have them in chronological order. First is a check dated December 31, 1962, from Mary V. Bowes to Jacob Wall.

MR. MURPHY: If Your Honor please -

THE COURT: I think you better exhibit these to counsel before you start.

MR. MURPHY: Also, at this time I would like to offer an objection to the introduction of any evidence by the Wall estate in this case. They are not parties to this suit.

THE COURT: He was not a member of LIPS, either, was he?

MR. MUNDY: No, sir. But LIPS is claiming an interest that Jacob Wall has acquired in the property, through Mr. Bartsch, through the devise to Mr. Bartsch.

\* \* \*

[322] MR. MUNDY: If they will stipulate that Mr. Wall paid approximately \$2,000 to \$5,000 into this property from 1964 when he had the deed until his death, then I will forego this. But, Your Honor, Mrs. Bowes herself acknowledged that Mr. Wall gave her \$2,000 on his option.

Would you stipulate that?

MR. MURPHY: No, of course not.

THE COURT: Let me look at these documents you are offering. We are cluttering up this record with a lot of irrelevancies that have nothing to do with a constructive trust.

(Documents handed to the Court.)

THE COURT: What does this first memo have to do with it, gave Henry \$200, gave Mary Bowes \$200, gave Hen-

ry \$50, mother's hospital bill—what does all this have to do with this case?

MR. MUNDY: Your Honor, I haven't examined them.

THE COURT: Why don't you at least go through the [323] exhibits before you offer them? Look through them and see what is relevant and what isn't.

I am not interested in "mother's hospital bills."

\* \* \*

[324] BY MR. MUNDY:

Q. I show you four items out of the ones that you brought and I ask you if you can identify those items and explain what they are.

THE COURT: If you know.

MR. MUNDY: If you know.

THE WITNESS: Well, as I understand these pieces of paper, the one dated August 20, 1963, appears to be a receipt from P.J. Walshe, Inc., in the amount of \$359.

THE COURT: Do you know the purpose for which the money was given to P.J. Walshe?

THE WITNESS: No, sir, I do not.

THE COURT: We will exclude that one.

BY MR. MUNDY:

Q. Mr. Preston, do you know the purpose for which the other receipt relates? A. Not except that it states here, Your Honor, that it is on 126 C Street, Northwest, on the receipt.

THE COURT: If it has something to do with 126 C Street, Northwest, then it's relevant.

MR. MUNDY: Yes, sir.

\* \* \*

[325] BY MR. MUNDY:

Q. What are the other two items? A. Here is a receipted real estate tax bill from the District of Columbia.

Q. For what? A. For Lot 19, Square 574.

Q. Which is 126 C Street, Northwest. A. Yes.

THE COURT: That's relevant.

BY MR. MUNDY:

Q. How much is that? A. \$129.44.



Q. What year is that? [326] A. That's for the first half of 1965, due September 1964.

Q. Now, what is that other item? A. A photocopy of a cashier's check given to Michael Ritz, Jr., and Mary V. Bowes in the amount of \$2,000 as a deposit on Lot 19, Square 574, 126 C Street, Northwest.

Q. A deposit on it?

MR. RITZ: I object to that, Your Honor. It is not even signed by Mr. Wall. Tell the Court who signed it.

THE WITNESS: A cashier's check customarily is signed by an officer of the bank and a copy is never given to the person getting the check.

MR. MUNDY: I can ask Mr. Ritz if he will stipulate that they received it? Or I can put Mrs. Bowes on and ask her.

MR. RITZ: I would be glad to admit that with a letter from Mr. Klingerman's lawyer saying it's his money.

MR. MUNDY: I'm just asking if you will stipulate to this being received?

MR. RITZ: We received \$2,000 on an option or a contract to purchase 126 C Street.

MR. MUNDY: From Jacob Wall?

MR. RITZ: No, sir. From John A. Klingerman.

\* \* \*

[331] BY MR. MURPHY:

Q. Would you please state what that check is? A. It is dated December 31, 1962, pay to the order of Jacob Wall, \$350, and signed by Mary V. Bowes.

MR. MURPHY: May we have that marked, Your Honor.

THE COURT: Yes, it will be marked.

THE DEPUTY CLERK: Defendant Bowes Exhibit No. 2 for identification.

(Defendant Bowes Exhibit No. 2 was marked for identification.)

MR. MUNDY: May I ask a point of order. Mr. Murphy is not counsel for Mrs. Bowes. The exhibit is being offered and identified as her exhibit.

MR. RITZ: We concur in it, Your Honor.

THE COURT: All right.

MR. MURPHY: Your Honor, I would like to offer that [332] in evidence.

THE COURT: It will be received.

(Defendant Bowes Exhibit No. 2 was received in evidence.)

THE WITNESS: That check has never been cashed. May I get it back to claim the money.

THE COURT: All of the exhibits will be returned. But be careful how you handle that. Let's have it deemed marked in evidence and return it now.

BY MR. MURPHY:

Q. Mr. Preston, were you a personal creditor of Jacob Wall or did you buy a judgment or how did you become a creditor? A. I purchased a judgment.

Q. You purchased a judgment? A. Yes.

Q. And as a result of that, you became a creditor? A. Correct.

Q. Now, let me ask you another question. I asked you if you were related to Mrs. Powpowsky and you said you were her brother? A. Brother-in-law.

Q. Mr. Powpowsky's brother-in-law? A. That is correct.

[333] Q. Are you related to Mrs. Wall, Jacob Wall's wife? A. Yes.

Q. What relation are you to Mrs. Wall? A. I am also her brother.

MR. MURPHY: I have no further questions.

MR. MUNDY: One question, Your Honor.

REDIRECT EXAMINATION

BY MR. MUNDY:

Q. This check that was just introduced as a defendant exhibit, has that ever been cashed? A. No, sir. I just stated that you can tell by looking at it that it has never been through any bank processing.

Q. Do you know why it has never been cashed? A. No, I have no idea except that there are notations on the back of it which are, I think—

Q. Please read those notations on the back to the Court, please. A. January 8, 1963, to Henry for taxes.

Q. To Henry for taxes? A. Yes.

Q. Go ahead. A. \$220. Check \$350 and there is a line drawn through that. \$570 total. June 25, \$210. Then there is a further [334] total of \$780. June 11, \$102, and a further total of \$882.

Q. Does that appear to be Mr. Wall's handwriting? A. Oh, yes, this is Mr. Wall's handwriting.

Q. Does that represent money that Mr. Wall paid out? A. I don't know.

MR. MURPHY: I object.

THE COURT: How does he know.

\* \* \*

#### RECROSS-EXAMINATION

BY MR. RITZ:

Q. Mr. Preston, on the check you just read, the only indication as to the disposition of the money is the sentence to Henry, isn't that correct, on the back there?

\* \* \*

[335]

#### REDIRECT EXAMINATION

\* \* \*

BY MR. BARTSCH:

Q. Mr. Preston, do you of your own knowledge know whether your brother, Theodore Powpowsky, was one of the executors named in Mr. Wall's will? A. That's right, yes.

Q. Have you ever seen an inventory of articles and documents of the estate which was given, I guess by the bank [336] or by someone when the safe deposit box of Mr. Wall was opened? A. Yes.

Q. Do you recall—do you have a copy of that with you? A. Yes, I do.

MR. BARTSCH: May I see it, please.

(Document handed to Mr. Bartsch.)

MR. MURPHY: May I see it, Mr. Bartsch.

(Document handed to Mr. Murphy.)

BY MR. BARTSCH:

Q. I refer to the identification contents of one envelope appearing at the beginning of this sheet which you handed to me and I ask you whether you have these items?

MR. MURPHY: I am going to object again. This list is a list made by somebody, and unless it was made under his supervision, I am going to object to it.

MR. BARTSCH: I am not offering it in evidence. I am asking if he has these items. He is the administrator of the estate.

BY MR. BARTSCH:

Q. Do you have these items in your possession? A. Yes, I do.

Q. Do you have them with you? A. Some of them.

[337] Q. I refer specifically to a notice from the Real Estate Title Insurance Company, Lot 19, Square 574, addressed to Mary Bowes, do you have that? A. I'm sorry. May I see that, please. Which one is that? Notice from Real Estate Title Insurance Company.

Yes, here it is.

Q. Do you have two payment books of P.J. Walshe regarding those? A. Yes, I do.

\* \* \*

[338] BY MR. BARTSCH:

Q. Is that the same document which you submitted heretofore? A. Yes, it was in this envelope.

Q. Do you have a letter from P.J. Walshe regarding the property? A. Yes.

Q. Dated June 3, 1963, do you have that letter? A. That is the receipted dated June 3rd.

Q. Yes, I see it is. That is undated. A. That one that you are referring to Mr. Mundy has, for \$44.

Q. I just wanted to confirm that you had this material. Do you have with you a copy of the suit in the Court of General Sessions naming you as a defendant? A. No.

MR. BARTSCH: Do you happen to have a copy of that with you, the complaint?

[339] MR. MURPHY: Yes, we have a copy.

MR. BARTSCH: Do you have a copy, too?

THE COURT: What suit is this?

MR. MURPHY: Your Honor, we filed a suit. After we purchased this property, we found out that Mr. Bartsch had given Mr. Wall the deed of Mary Bowes that she entrusted to him, and we asked the attorney for the deed, and he said that he would want some indication of the deed so we filed a suit in the General Sessions for replevin of the deed, the paper itself, and that is what he is speaking about.

MR. MUNDY: Your Honor, if I can just clarify, it is not quite that simple. Not Mrs. Bowes filed the suit for replevin, but Mr. Murphy and Mr. Nelson filed the suit.

THE COURT: I understand.

MR. BARTSCH: The suit also asked for damages in the amount of \$9,000? Did you bring the suit?

MR. MURPHY: Yes, I brought the suit.

THE COURT: Don't argue with Mr. Murphy, Mr. Bartsch. You have got a witness on the stand.

MR. MURPHY: The suit speaks for itself, Mr. Bartsch.

BY MR. BARTSCH:

Q. Are those the copies, Mr. Preston, first, of the complaint with which you were served, and, second, of the [340] answer which you filed in this case?

THE COURT: Didn't they just produce them as their copies?

MR. BARTSCH: I would like to offer these in evidence.

THE COURT: I will take judicial notice of the Court records. Just tell me what is in them.

MR. BARTSCH: I would like to have them in the printed record, Your Honor, if we take an appeal in this case.

THE COURT: All right, you may put them in the printed record. Mark them in evidence.

First of all, will you tell me the relevancy of a replevin suit at this point?

MR. BARTSCH: There is a question of the propriety of omitting Mr. Preston as a party in this proceeding.

THE COURT: No, I won't accept it on that ground. What other point have you got to make regarding it?

MR. BARTSCH: I say they support our position and that Mr. Preston should be a party in this proceeding.

THE COURT: I deny your proffer. You have your exception.

THE DEPUTY CLERK: Defendants Exhibit No. 16 for identification.

[341] (Defendants Exhibit No. 16 was marked for identification.)

MR. BARTSCH: I believe Your Honor said you would take judicial notice of these, and I think Your Honor also will take judicial notice of the fact that under the law, in order to bring an action in replevin, you have to have title. So there is an inconsistency in the title which is pleaded in this case in the General Sessions Court by Mr. Murphy and Mr. Nelson and the title which they are pleading on behalf of Mrs. Bowes in this Court.

THE COURT: They are pleading their own title in this Court. They are saying that they are the owners of the property and they want you to return the deed. There is nothing inconsistent about that.

MR. MUNDY: Your Honor, if I may, in order to bring a replevin action, you must have title to the item you are trying to recover.

THE COURT: That's a piece of paper. What has that got to do with this suit?

MR. MUNDY: Well, in the suit they are claiming title is in Mrs. Bowes; and yet in the replevin action—

THE COURT: They are not claiming the title is in Mrs. Bowes; they are saying they got title to the property.

I deny your proffer. It is completely irrelevant.

[342] MR. BARTSCH: I move the admission of Defendants Exhibit identified as No. 16. Do you have any objection?

MR. MURPHY: Yes, Your Honor. It is irrelevant and immaterial.

THE COURT: What is it? I don't know what it is.

MR. BARTSCH: The complaint of Eugene Murphy and Rex Nelson against Nathaniel A. Preston.

THE COURT: Is this the replevin suit?

MR. BARTSCH: Yes, sir.

THE COURT: I just ruled it is not material to this case. I won't admit it. It is a completely separate lawsuit.

MR. BARTSCH: The case came up for summary judgment once before, Your Honor.

THE COURT: Mr. Bartsch, I have ruled. You have your exception.

THE WITNESS: Your Honor, can I get them back if they are not admitted?

THE COURT: Surely.

BY MR. BARTSCH:

Q. As administrator CTA of the Estate of Jacob Wall, do you deem that Mr. Wall, are you of the opinion that Mr. Wall has some interest in the subject premises?

THE COURT: Objection sustained.

\* \* \*

[348] THE COURT: Now, let me talk to Mr. Mundy. You are representing LIPS?

MR. MUNDY: Yes, Your Honor.

THE COURT: On what do you base your interest?

MR. MUNDY: Your Honor, we base our interest, as we pointed out in our opening statement and in the memorandum I submitted to help His Honor, on two conduits: Number one, we make a constructive trust claim that we claim we are entitled to impress, to have impressed in this proceeding, to the extent of the monies that we have proven to the Court's satisfaction were paid on this property from the years 1950 to 1963 by members of the LIPS Society on behalf of the LIPS Society at the request, direct or indirect, of Mrs. Bowes.

We claim the second leg of our interest derives from the Jacob Wall interest which he willed to Henry Bartsch, which he in turn quit claimed to the Legal Integrity Preservation Society.

THE COURT: On what do you base the Wall claim? What interest did Wall acquire on the state of the evidence?

MR. MUNDY: He acquired a constructive trust by virtue of the payments and the money that he put into the property from the time he got it in 1963 until his death.

THE COURT: Now, these are all concerned with the [349] property at the time it was in the possession, under the titular control of Mrs. Bowes?

MR. MUNDY: The titular control, yes, sir.

THE COURT: What notice do you bring home to these plaintiffs here?

MR. MUNDY: What notice?

THE COURT: Yes.

MR. MUNDY: The fact that before the plaintiffs bought the property, they were alerted to the situation through Mr. Bartsch that there was an interest that others had made payments on the property.

Are you speaking of bona fide purchasers, Your Honor?

THE COURT: Yes.

MR. MUNDY: Yes, sir. That's the point I am making. They were alerted.

THE COURT: That is not the way I heard the evidence. The way I heard the evidence, the conveyance took place before Bartsch put them on notice by conveying on the quit claim.

MR. MUNDY: No, sir. I was going to argue this in the closing argument. Their own evidence is at variance on this point. Mary Bowes—

THE COURT: This is the only point on which I am going to take evidence.

\* \* \*

[351] \* \* \*

REX K. NELSON

was called as a witness and, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. BARTSCH:

Q. May we have your full name. A. Rex K. Nelson.



Q. Address? A. 211 C Street, Northwest.

Q. Are you a law partner of Eugene X. Murphy? A. Yes.

Q. Were you attorney of record in Civil Action 1639-63? A. If that is the complaint filed by you to declare title in Mary V. Bowes, the answer is yes, I represented Mrs. [352] Bowes in connection with that pleading.

\* \* \*

[353] Q. How much money have you paid Mrs. Bowes to date for premises—A. I think the contract or the deed, I don't know which it is, recites a down payment of \$500.

Q. Do you have a deed to the property? A. Yes, there was a deed given by Mrs. Bowes.

Q. Is it a warranty deed? A. I don't know. It is a regular deed.

Q. Have you paid the full consideration indicated on the deed? A. I think we executed a—

Q. Can you answer my question? A.—a deed of trust note, paid all cash.

Q. Have you any indebtedness to her yet on the property? A. Well, if the conditions of the contract are complied with, we owe her \$21,500, I think is the price of the property.

Q. In other words, you have paid only \$500 on the property? A. We executed and delivered a promissory note.

Q. But in cash you have paid only \$500? A. That's right.

[354] Q. And it is a warranty deed? A. I assume so.

Q. And you have the election of holding her for any expenses and costs in getting title straightened out, is that right? A. No. The contract recites—

Q. I am not asking about the contract. I am asking about the deed. A. It is our obligation to clear title, the purchasers.

Q. But in cash you have given Mrs. Bowes to date the sum of \$500? A. That is correct.

Q. And half of that was contributed by you and half of it was contributed by Mr. Murphy? A. Joint funds.

Q. And you own as tenants with right of survivorship, is that right? A. I believe it was taken as tenants in common, I believe.

Q. And if you die, Mr. Murphy gets it, and if he dies, you get it all? A. No. I don't recall that. I think the deed—

THE COURT: If the deed is in evidence, let's refer [355] to it.

BY MR. BARTSCH:

Q. Did you formerly have an office in the Columbian Building on Fifth Street? A. Yes, sir.

Q. Did you have an associate, co-tenant or partner, any of those relationships? A. An associate, Mr. Murphy.

Q. Mr. Burns? A. I was later associated with Mr. Murphy.

Q. Was Joe Burns ever an associate of yours? A. Not necessarily. We shared space.

Q. He was a co-tenant in that office? A. Yes, for a time.

Q. And Miss Miller shared—A. She was there for a brief period of time.

Q. When was the first time in which you became connected in any capacity with premises 126 C Street? A. I don't quite know what you mean—when I first knew of it, when Mrs. Bowes had a deed. It was just an address to me.

Q. A deed was addressed to you? A. No. I said the 126 C Street was just an address. [356] Mrs. Bowes at one time had a deed to that property. That is when it first came to my attention.

Q. When was this? What day? What time? A. Back around 1962, somewhere in there, 1961 or 1962.

Q. Did you have possession of the deed of Mrs. Bowes? A. For a time I did.

Q. It was in your office safe? A. Yes, sir.

Q. At the time when I was charged with a complaint of the District Government, did I come to you and tell you about it? A. You came to me and told me you had been charged and convicted, I think, at that time. You told me

you had been charged and you called me from time to time and let me know how you were getting along. And then you came to my office one day and told me you had been convicted.

Q. But I came to you before I was convicted? A. Yes, sir.

Q. And I asked you to take the deed over and show it to Judge Scalley? A. Yes, sir.

Q. I explained to you the circumstances of my position. A. Yes.

[357] Q. That I was on the deed as the legal owner, but that I was not in possession of the property? A. You didn't explain as being legal owner. You said you were not the owner. You asked me to prove you were not the owner.

Q. Nor was I in possession? I wasn't living at 126 C Street? A. No. So far as I know, you were not.

Q. Did I come to you and tell you that I had no money in that property? A. I don't recall what you told me, what all you did tell me, Mr. Bartsch. It's my recollection that you had nothing in the property at that time by way of ownership or investment or otherwise because you had conveyed your interest—and I think you always used the words "right, title and interest"—to Mrs. Bowes.

Q. As of 1950? A. Yes.

Q. As indicated by the deed which was in your possession? A. Yes, sir.

Q. Did you know me personally in 1948, 1949, 1950? A. I don't think I did. I think I have seen you. I [358] think I had seen you over in the Columbian Building some when Miss Miller was there, but I am not too sure about that. But we had no friendship of any kind.

Q. Do you recall when Miss Miller left there? A. No. That was many years ago. She was there a short period of time.

Q. About 1950? A. That could be.

Q. Did you ever meet my mother? A. I do not recall her.

Q. Do you of your own knowledge know whether your co-tenant or whatever relation he had to you was my mother's attorney in 1950? A. I have no idea.

Q. You recall your statements no doubt made in the deposition which was taken June 17. Do you wish to change any of the answers which you made there?

THE COURT: Oh, that question is too broad. If you are going to use it to impeach his testimony, you have got to set it up for impeachment.

MR. BARTSCH: I am not being facetious. I simply want to know if the information he gave me there was accurate and truthful.

[359] THE WITNESS: So far as I know, it was.

BY MR. BARTSCH:

Q. Then I will ask you whether this property at the time of your alleged purchase of same was listed for sale by any broker licensed to deal in real estate in the District of Columbia? A. No, I don't know whether it was or was not. I had no idea.

Q. I asked you how you arrived at the purchase price of \$21,500. A. And I wouldn't have any idea about that, either. Mr. Murphy negotiated with Mr. Ritz.

Q. Did you or Mr. Murphy prior to making the offer of \$21,500 for 126 C Street, Northwest, make any investigation to determine the actual value of the property? A. I didn't.

Q. Do you think Mr. Murphy did? A. I do not know.

Q. Did you obtain an appraisal or did Mr. Murphy obtain an appraisal from anyone qualified to appraise real estate values in the District of Columbia?

THE COURT: What is the relevancy of this? We are trying to discover where the true title lies. Now, what [360] difference does it make how much they paid?

MR. BARTSCH: If he was not a purchaser for value and good faith, Your Honor—

THE COURT: There is no question of value, is there?

MR. BARTSCH: I certainly think there is when the property is worth about \$70,000 and they bought it for \$21,000.

THE COURT: It doesn't meet up with your standards of value. \$1 is enough to pass any contract.

MR. BARTSCH: When you are dealing with a woman 70 years of age who has obligations to other people, I don't think that's true, Your Honor.

THE COURT: You don't think it is true, but I am telling you it is.

MR. BARTSCH: I think price is very material.

THE COURT: If you can establish no consideration whatsoever, then go ahead, but let's not get into the question of real estate values.

BY MR. BARTSCH:

Q. Did you or Mr. Murphy or anyone as a lawyer or an investigator make any search of the land records on file in the District Recorder of Deeds concerning this property?

A. I did not. I cannot speak for Mr. Murphy.

Q. But you say you have signed for it? [361] A. Yes.

Q. And didn't make any investigation to see whether your money was safe? A. No.

Q. Did you make any determination to find out how much money could be borrowed for loan purposes on the property? A. No.

Q. You were paying cash for it, is that right? A. That's right.

Q. Did you know anything about the commercial real estate loans which were made on adjoining properties in the area?

THE COURT: That is immaterial. Go to the next question.

BY MR. BARTSCH:

Q. Did you deal with anyone other than Mr. Ritz on this property? A. I didn't deal with him myself. Mr. Murphy did. So far as I know, Mr. Ritz is the only one we dealt with, Mr. Murphy.

Q. Where was settlement had on the deed? A. It has not been settled yet.

Q. But you have a warranty deed for it and it hasn't [362] been settled yet? A. Yes, sir.

Q. Do you have any insurance on the premises?

THE COURT: What is the materiality of that?

MR. BARTSCH: He claimed in a deposition or in a statement to this Court, Your Honor, that he was buying it to use as an office for himself.

THE WITNESS: That is correct.

MR. BARTSCH: I would think he would want insurance on it, then, under the circumstances.

THE COURT: What difference does it make whether he has insurance or whether he doesn't have any insurance?

MR. BARTSCH: I just want to establish that he hasn't insured it, that's all.

THE COURT: Let's establish things that are material to the case.

MR. BARTSCH: We have a very definite difference of opinion as to what is material in the case, Your Honor.

THE COURT: But I happen to be running the suit.

MR. BARTSCH: I understand.

THE COURT: So I am going to make the rulings.

MR. BARTSCH: I understand and I am respecting your rulings.

[363] BY MR. BARTSCH:

Q. In this case, Civil Action 1639-63, did you ever withdraw formally as attorney in that proceeding? A. The case was dismissed for want of prosecution. I consider that I entered my representation for Mrs. Bowes.

Q. That is the only basis on which you consider you have withdrawn? A. Yes, the case was dismissed by the Court.

Q. By the Clerk of the Court or the Court? A. Under the rules.

THE COURT: Excuse me. Is 1639 the one charging her with violation of the —

MR. BARTSCH: No, sir, that is a suit which I brought against Mrs. Bowes for a declaratory judgment which was abandoned by Mr. Murphy and Mr. Nelson as attorneys, in which no effort was made to reinstate the cause, although they had a counter-claim in there, which counter-claim asked for exactly the same relief as is here asked for in this case. And I say having abandoned the case for Mrs. Bowes, for her account, they are now coming in and litigating for their own account matters which they should have proceeded with in that other proceeding.

THE COURT: All right. Proceed.

[363] MR. BARTSCH: That is all I have.

THE COURT: Mr. Mundy, do you have any questions of this witness?

MR. MUNDY: Yes, sir, I do.

BY MR. MUNDY:

Q. Mr. Nelson, prior to April 22, 1966, did Mr. Bartsch ever discuss with you the fact that LIPS or other individuals had an interest in this property or had made contributions toward the property? A. No.

Q. You had no forewarning whatsoever with respect to this? A. No.

Q. On the occasion that he came over and discussed with you about the deed and asked you to take it to Judge Scalley, did he indicate to you anything about the Jacob Wall situation? A. He never mentioned that. He was talking about

his conviction and why he was not the owner and why he shouldn't be convicted when he was not the owner.

Q. Now, before April 22, 1966, were you aware of the fact that — did you know Jacob Wall? First let me ask you that. Were you aware of Jacob Wall before April 22, 1966? [365] A. No.

Q. Did Mr. Ritz tell you anything about a Jacob Wall?

A. He told me later on, later in the spring or some time or other.

Q. Before the contract? A. Oh, no.

Q. Before the deed? A. No.

Q. Well, you said the deed was executed in June of 1966. Is that correct? A. April.

MR. MUNDY: No, sir. The contract was signed in April but the deed was in June.

THE WITNESS: I don't know all the dates, Mr. Mundy. I may say this: that the question of Mr. Wall never came up until after we had been advised that Mr. Bartsch had executed a quit claim deed.

MR. MUNDY: Let me stop you there, if I can.

BY MR. MUNDY:

Q. Mr. Bartsch executed a quit claim deed on April 29, 1966. Right? Your deed wasn't dated until June of 1966.

A. That's correct, whatever the date may be.

Q. Were you alerted or did you make any check of the [366] records before you took the deed from Mrs. Bowes in June of 1966 with respect to any prior deeds on the property? A. I went over to check after I was advised through Mr. Ritz that after I had seen Mr. Bartsch over in Court, I believe we signed a contract to purchase this property about April 22 and Mr. Murphy and I were over in the Court of General Sessions one day, several days later, and we ran across Mr. Bartsch. I spoke to him and told him that we were planning to reestablish our offices at 126 C Street in an old home because we had been condemned and our property taken by the District of Columbia and we needed a new office.

Q. Yes, sir. A. And Mr. Bartsch said something to the



effect in passing the time of day. It was shortly after that, I don't know how many days later on, when I learned from Mr. Ritz that Mr. Bartsch had forthwith gone to his office and told him he was recording a quit claim deed.

Q. This was before you got a deed, three months before Mrs. Bowes ever gave you a deed? A. Whatever the date is on the deed.

Q. You heard Mrs. Bowes testify in this Court, did you not, on Thursday, I believe it was, that on April the 22nd she signed the contract, gave it to her attorney, and he took it [367] somewhere and brought it back with yours and Mr. Murphy's signatures on it. Now, you are testifying that the contract signing was all on the same date by all parties. Which is correct? A. No, I didn't say that at all. What I said was, as far as I know, whatever the date was on the contract is the date we signed it.

Q. All of you? A. I don't know. I am speaking for myself.

Q. Well, you say "we," although you are speaking for yourself. I am asking about when you say "we," Mr. Nelson. A. Mr. Murphy was handling the negotiations with Mr. Ritz on this whole problem and the contract was there on a given date, whatever it may be, and I signed it.

Q. Did you sign the same time Mr. Murphy did? A. I think I did.

Q. Did you sign the same time Mrs. Bowes did? A. I don't think so.

Q. Well then, you said— A. No, she wasn't in my presence when she signed it, so far as I remember.

Q. But now before, within, say, seven days or a week, you apparently learned of Mr. Bartsch's quit claim deed. [368] A. That's correct.

Q. This was three months before you got a deed to the property? A. That's correct.

Q. Had you passed any money before then? A. Whatever the check is dated, whatever the date that was.

Q. Do you have a copy of the check? A. I don't know.

Q. Well, whose check was it? A. It was our check.

Q. Who has it? A. I suppose it is in our records some place.

Q. Did the check come back through your bank? A. They always do, Mr. Mundy.

Q. Well, either you or Mr. Murphy has the check. A. It is bound to be in our records. We keep records of everything.

Q. Could you find the check? Do you have time? A. I have time, if I can find it.

Q. It is your recollection that the check was given before April 29, 1966, when you learned of the claim of — A. If I recall correctly, I think it was sent to [369] deposit along with the contract, \$500.

Q. Well, is this your testimony or is it your best recollection? A. It is my best recollection.

Q. Well now, would you be able to find the check, Mr. Nelson? A. I don't know.

Q. Would Mr. Murphy, if you know? A. I don't know.

Q. Well, whose account was the check drawn on? A. It was drawn on our account.

Q. Your joint account? A. Yes.

Q. One of you would have it then? A. Look, our accountant has got a lot of our records, and our secretary just freshly retired and our bookkeeping department is a little mixed up.

Q. Did you sign the check or did Mr. Murphy? A. I haven't any idea.

Q. Does Mr. Murphy have any idea? A. You will have to ask him.

Q. Mr. Nelson, you didn't make any inquiry about the value of the property, yet you signed a contract for \$20,000, [370] is that correct? A. Sure.

Q. You didn't know what the property — A. I have a fair idea of the value of property around that territory.

Q. Yes, sir. A. I mean as an amateur.

Q. Yes, sir. A. And we have bought property otherwise without even seeing it.

Q. Yes, sir. A. Without even an appraisal.

Q. Yes, sir. A. I think Mr. Murphy has bought two or three properties without ever having been in them.

Q. Yes, sir. A. As a matter of fact, we bought 211 C Street, Northwest, sight unseen.

Q. Very good. A. We didn't see it until about a week after we bought it.

Q. You bought the property in 30 minutes? A. Yes.

[371] Q. Then you really made no inquiry or no effort to make inquiry about this property before you bought it? A. We know the general area, we needed a place for the office, and Mr. Murphy, I always rely on his judgment in practically anything dealing with the practice of law and especially in real estate, and whatever he decides is all right with me. I never question it. If he had said we should \$23,000 for it, I would have agreed with him.

Q. Fine. Now, let me ask you this: This deed that you came into possession of from Mrs. Bowes that you were holding in 1962, I believe you said, how was it that you were holding the deed? A. I haven't any idea. Back in 1962 or so she wanted to file a little claim against somebody down in Virginia, and I told her I would try to help her out by getting a pleading filed through a lawyer down near Leesburg.

I also helped out her granddaughter, I think it was, in a domestic case. That is the way I got acquainted with Mrs. Bowes. And why the deed was ever down there with me, I don't know to this day, because we were not talking about buying it from her or anything. We had no idea — at that time we had our own place and expected to stay there until we retired, if possible.

[372] Q. So you have no idea why you were still holding the deed when Mr. Bartsch came to you? A. No, I don't know why it was ever down in my office. It was in the safe there, as Mr. Bartsch asked me a few minutes ago, for quite some time. And then he wanted it over there and I gave it back to Mrs. Bowes or to Mr. Bartsch, I don't know who it was, when they asked for it.

Q. Now, did you make any record check in the Recor-

der of Deeds office on this title to 126 C Street before the contract? A. I don't think so.

Q. Did Mr. Murphy? A. The last I knew of the deed, Mr. Mundy, I knew it had not been recorded.

Q. So you knew that she had an unrecorded deed? A. At the time I gave it back to her or Mr. Bartsch, it was not recorded at that time. When it first came into my possession, it had a little slip given out by the Recorder of Deeds. We checked it out at that time but there was no recording slip for that deed.

Q. You knew this deed had never been recorded? A. That's correct.

Q. Did you ever inquire of Mrs. Bowes why it hadn't [373] been recorded? A. She said she trusted Mr. Bartsch. She said there was no necessity of recording this deed.

Q. Did Mrs. Bowes ever indicate to you whether she was making all the payments on this property? A. So far as I know, she was making them all.

MR. MUNDY: I have no other questions.

THE COURT: Any questions, gentlemen?

MR. MUNDY: Your Honor, I would like to request that Mr. Nelson produce the check, if possible.

THE COURT: Are you going to call Mr. Murphy?

MR. MUNDY: We are not calling witnesses, Your Honor, LIPS is not. We are cross-examining.

THE COURT: Are you calling Mr. Murphy?

MR. BARTSCH: No, Your Honor. But I want that check.

MR. RITZ: Your Honor, I can stipulate that I received it and deposited it in my account.

MR. BARTSCH: I don't want a stipulation; I want the check, because the dates on that check will show the check was not negotiated until long after the LIPS deed was put on record.

THE COURT: It doesn't have to be negotiated.

MR. BARTSCH: I would like to have the check, Your [374] Honor.

THE COURT: All right. We will produce the check, we will waste more time. We will produce the check.

Would you see if you can find it.

THE WITNESS: The accountant most likely has that check, and he is supposed to be in tomorrow or the next day.

THE COURT: We will simply have to recess the case and see if we can find it.

(Witness steps down.)

THE COURT: Who is your next witness, Mr. Bartsch?

MR. BARTSCH: I would like to call Mr. Ritz to the stand.

Thereupon,

MICHAEL RITZ, JR.

\* \* \*

#### DIRECT EXAMINATION

THE WITNESS: I would like to say, Your Honor, that I am here as an attorney and I may have some conflict with the lawyer-client privilege as to some of the questions he may ask.

THE COURT: You assert your privilege any time you think it proper.

[375] MR. BARTSCH: And it will be respected.

BY MR. BARTSCH:

Q. State your name and occupation and address, Mr. Ritz. A. Michael Ritz, Jr. I am an attorney, a member of the bar of the District of Columbia. I reside at 9502 East Wright Drive, Silver Spring, Maryland.

Q. Where do you maintain an office? A. 850 Washington Building, 15th Street and New York Avenue, N.W.

Q. I show you a card and ask you if that is your business card? A. It's my name, Mr. Bartsch.

Q. Is that your business card? A. Well, it represents that it is Michael Ritz, Jr., attorney at law. I don't know of anybody else that would have that printed but me.

Q. Are you familiar with the business cards which you use in your profession? A. Which I use?

Q. Yes. A. Yes.

Q. Would you say that this is a genuine business card?

A. I don't know if it is genuine. It has my name and [376] my firm address.

Q. On what day did I first meet you? A. I don't know.

Q. What was the occasion for my meeting you? A. I don't know. If you would give me some idea when you first met me, I might tell you what the occasion was.

Q. When did you first meet me? A. In person?

Q. That's the only way you could meet me, I think. A. If I am not mistaken, I had several phone conversations trying to get a deed from you before I actually met you.

Q. When did you first meet me? When did you first see me? A. I would have to say it was some time in April, Mr. Bartsch, '66.

Q. But you don't know the exact date? A. No.

Q. Do you know what the subject matter, what the reason for your meeting me was? A. Well, I think you just came into my office, didn't you?

Q. I am asking you, Mr. Ritz. A. I don't know. I don't remember having an appoint- [377] ment with you. I do know I tried for many weeks to get a deed from you. But I don't know what the occasion was.

Q. I didn't ask you that. What was the subject matter of any discussion which I might have had with you on the date that I saw you? A. Your recording a quit claim deed, I believe.

Q. Did I evidence any recordation of a quit claim deed when I came to see you? A. I think you showed me some cashier's receipts that you received from the Recorder of Deeds office, and then I believe you recited the essence of the quit claim deed you recorded.

Q. Did I show you a copy of the quit claim deed? A. I don't believe so.

Q. Did I make any reference at that time to the LIPS Society? A. I think you transferred, you executed a quit claim deed to the Legal Integrity Preservation Society.

Q. Did I show you a charter, articles of incorporation of the Legal Integrity Preservation Society? A. I don't believe so. You may have. I don't remember. You may have. I am not saying you didn't, but I have no recollection of it.

[378] MR. BARTSCH: Well, since your recollection isn't very certain, I guess I will have to testify to these things myself.

THE WITNESS: You might try to refresh me on it.

MR. BARTSCH: No. That is all right. You can cross-examine me on the subject.

BY MR. BARTSCH:

Q. Now, was the consideration which was paid for the purchase of 126 C Street by contract from Mr. Nelson and Mr. Murphy given to you personally or given to Mrs. Bowes?

A. What do you mean "consideration"?

Q. \$500 consideration. A. That wasn't the total consideration. As of today, the total consideration hasn't been paid, nor, as I think, is it ever done in real estate until there is settlement, and we surely cannot settle on this.

Q. Have you received any money from Murphy and Nelson on behalf of this property? A. \$500 deposit.

Q. Was it by cash or by check? A. It was a check.

Q. Where is the check? A. I deposited it in my account and I assume it went [379] back to them. I believe the contract states the deposit shall be held by me as attorney for Mrs. Bowes.

Q. But you deposited it? A. I am sure I did. I am not just going to sit there and hold the check.

Q. To your knowledge, was there any negotiation between others and yourself regarding this transaction, or did Mrs. Bowes participate in it, too? A. Direct?

Q. Were all the negotiations conducted through you or did Mrs. Bowes sit in? A. I think Mrs. Bowes came to see me. I conducted all the negotiations, including those with you.

Q. How long have you known Mr. Murphy and Mr. Nelson? A. I guess since I was a Corporation Counsel back in 1957. Mr. Nelson had a pretty good General Sessions Court practice, and I suppose he and I were opponents a number of times.

Q. At the time of engaging in this contract, did Mr. Nel-

son or Mr. Murphy explain to you that they had been handling some matters for Mrs. Bowes in connection with this property? A. I don't think I asked.

[380] Q. Did they tell you? A. Mr. Bartsch, I was trying to sell this house since 1965. I offered it to you. I offered it to many others.

Q. When did you offer it to me? A. When you came to my office.

Q. On April 29th? A. If that was the date you came, yes. I offered it to you before I released the signed contract to Mr. Murphy, I told you I would hold it provided you came in with \$20,000, and, in fact, I think you testified that I got it for 11 days.

MR. BARTSCH: Under these circumstances, I will have to call Mr. Murphy. I had expected it wouldn't be necessary.

That is all for me.

BY MR. MUNDY:

Q. Mr. Ritz, you offered the property for sale to Mr. Bartsch on April 29th? A. Yes, if that was the day he came into my office.

Q. Was this after the contract with Murphy and Nelson? A. Was signed?

Q. Well now, we have stipulated and in your pre-trial statement — and it has been testified to here by both plaintiffs and Mrs. Bowes — the signing was on April 22nd. I am wondering what you were doing offering property on the 29th [381] of April? A. I didn't return it to them. I was holding the original of the signed contract. What right did they have to the contract?

Q. Had it been signed? A. Yes, of course.

Q. What right did they have in a contract that had been signed? A. Yes, when I am holding the original.

Q. Your holding the original, you can prove by parol evidence the existence of a contract. A. Mr. Mundy, if I would have torn up that contract, I had the original and all copies of it.

Q. A signed contract? A. The contract would have gone



back to Mr. Murphy the day Mr. Bartsch came in to my office, if Mr. Bartsch did not come in and say that he would give me the \$20,000 that Jacob Wall was supposed to have given Mrs. Bowes and I said, well, considering the circumstances you have put me in, Mr. Bartsch, you have recorded a quit claim deed on this property, but if you still want to buy it, I am sure Mrs. Bowes will execute a quit claim deed to you for the \$20,000.

Q. After she had executed a contract with Murphy and [382] Nelson? A. I considered the contract was not binding until it was sent to Mr. Murphy and Mr. Nelson. I have all the copies of it.

Q. There can be no consideration until — A. The contract wasn't signed by all parties at the same time.

Q. We are getting so many variations. A. This is not correct. I think Mr. Nelson said it was not signed at the same time.

Q. No, Mr. Nelson did not testify that. Mr. Nelson testified he didn't know who signed it and when. A. Well, the contract to my knowledge was signed by Mr. Nelson and Mr. Murphy and returned to me. I then took it a few days later after I got it to Mrs. Bowes and brought it back to my office.

Now, at that time Mr. Murphy and Mr. Nelson still did not know that Mrs. Bowes had signed the contract. It was on this date that Mr. Bartsch came into my office.

Q. Let me stop you. When is it — as an attorney, is it your opinion that the contract exists when there is acceptance or when it is communicated back to the offeror? A. Until the acceptance was turned over to Murphy and [383] Nelson, could Mrs. Bowes have withdrawn her acceptance?

Q. Was there a time limit on there? A. No.

Q. On their offer? A. No.

Q. There was not a time limit? A. No.

Q. So prior to August of — I mean April 29, 1966, there was no contract? There was no contract before April 29, 1966, when Henry Bartsch came into your office and indicated to you the other interests in this property, and you offered it to him? A. Number one, there was a contract.

Q. Now, wait a minute. Number two, he did not indicate any interest of any other person in that contract.

Q. One second. On point number one, you say hot and cold that there was a contract and that there was not a contract. A. Well, I am not going to interpret it. There was a contract signed by Mr. Nelson and Mr. Murphy given to me. I took it to Mrs. Bowes. Mrs. Bowes signed it. I brought it back to my office. It was not sent back to Mr. Murphy and Mr. [384] Nelson until 11 days after Mr. Bartsch came into my office and said he would pay the \$20,000.

Q. Then there was no contract until 11 days later. They were not contractors to purchase that property until sometime in May after there had been an indication with respect to the ownership or the claim, possible claim, of Jacob Wall and others from you to Mr. Nelson, by Mr. Nelson's own testimony. A. Mr. Mundy, you can argue all you want with what I have said. I have given you a recitation of the situation. At the time Mr. Bartsch came into my office I still had the executed contract.

Q. Was there a contract or not? A. I can just tell you that at the time he came into my office the contract had been signed but not yet returned to Mr. Nelson.

Q. Did you consider there to be a contract? A. Apparently not or I wouldn't have been dealing with him, giving him an offer to buy it back again.

Q. So as of April 29, there was no contract? Until perhaps 11 days later there was no contract? A. I think litigation might have been necessary to determine whether there was a contract or not, Mr. Mundy. [385] They had signed the contract. Mrs. Bowes had signed the contract. I had not returned it to them.

Q. Which was the act of acceptance that you considered? A. It was accepted by Mrs. Bowes.

Q. It was accepted by — A. It was signed.

Q. But you didn't consider it a contract even though Mrs. Bowes had signed it, or you would have returned it to them? A. Mr. Mundy, in the context of this thing, I would have been happy to give this property to you.

Q. Oh, I'm not — A. When he came in and I could foresee the end of litigation, I would have been happy to pay the expense of personally paying any damages to Mr. Murphy just to get rid of this house.

MR. MUNDY: In spite of your generosity, I wouldn't have wanted this Pandora's box.

THE WITNESS: Nor would I.

MR. MUNDY: Thank you.

MR. BARTSCH: May I resume the questions that developed.

THE COURT: Wait a minute. Any questions, Mr. [386] Nelson?

MR. MURPHY: I would like to know, Your Honor, am I going to take the stand?

MR. BARTSCH: I am going to call you.

MR. MURPHY: Then I have no further questions. I beg your pardon. May I ask one question.

CROSS-EXAMINATION

BY MR. MURPHY:

Q. Mr. Ritz, at any time when you entered into these negotiations with me to buy this property, did you inform me that there was any litigation between Mr. Bartsch or anybody else? A. No.

Q. Did you ever mention the name Wall to me before? A. No.

Q. And I entered into a contract with you and I gave you a consideration of \$500 to buy the property? A. Correct.

MR. MURPHY: I have no further questions.

REDIRECT EXAMINATION

BY MR. MUNDY:

Q. Mr. Ritz, one question: You heard Mr. Nelson testify that you mentioned it to him around the 29th of April, [387] did you not, just preceding you on the stand? A. Mentioned what?

Q. Mr. Nelson testified that he saw Mr. Bartsch in the hall and he mentioned to him that they were going to buy this property. That Mr. Bartsch passed the time of day and

then left. That on or about the 29th of April, he saw you and you called him and told him that Mr. Bartsch had just been in your office and that he had just recorded a quit claim deed to the Legal Integrity Preservation Society. A. Well, if he said that, then I must have told it to him.

MR. MUNDY: And that was around April 29th. Thank you.

BY MR. BARTSCH:

Q. I believe you testified earlier, Mr. Ritz, that you offered a quit claim deed from Mrs. Bowes for the sum of \$20,000? A. Correct.

Q. Yet you had been instrumental in having Mrs. Bowes give a warranty deed for \$21,000. Why the difference? A. Mr. Bartsch, how could she have given you a warranty deed when you had conveyed all your interest to her?

Q. But you said I had no interest. [388] A. You had conveyed by the deed we are fighting over today. How could I have given you a warranty deed back from Mrs. Bowes?

Q. If that's your answer, that's all right with me. A. I agreed to give you a quit claim deed for her interest in the property, and you were apparently satisfied because you said you were going to have Miss Miller bring in \$20,000.

Q. All right. Now, did we not discuss and had you not been advised of Jacob Wall's interest in this property by Jack Olender? A. I negotiated a contract to sell this property to Jacob Wall.

Q. And the reason that it was to be a quit claim deed was that you had assumed no responsibility if Jacob Wall's estate had some interest in this property. That is what you told me at the time. A. No.

MR. BARTSCH: I will testify to that then.

BY MR. BARTSCH:

Q. You do not dispute that this took place on the 29th day of April? A. I don't know. You did come into my office. If you [389] say it was the 29th of April, then I'll accept that, Mr. Bartsch.

Q. But you saw a Recorder of Deeds receipt for a quit

claim deed, you say — and I say it was that — it was a receipt that was in existence on the 29th of April? A. Yes, you told me it was a quit claim deed on this property.

Q. In other words, then at the time that you entered into further negotiations with Mr. Murphy, this quit claim deed was of record? A. The only further negotiations was after you reneged on your promise to pay \$20,000, I mailed them the contract and told them about the quit claim. They didn't know about the quit claim deed until I told them about it 11 days later.

Q. And at the same time they didn't have the contract delivered to them yet, did they? A. When

Q. At the time you told them to go and file suit? A. They certainly did. They had no right to file suit until they got this contract.

Q. But the contract, they took the contract with the knowledge that there was this quit claim deed on record? A. The quit claim deed was on record?

[390] Q. They had notice of it from you? A. I told them about it, that we had better go ahead and file suit because you were trying to deprive her of her interest by recording a quit claim deed.

MR. BARTSCH: I will let Mr. Mundy continue if he wishes. I have had enough of this.

MR. MUNDY: I don't pass the witness back and forth. I have no other questions.

MR. MURPHY: I have no questions.

(Witness steps down.)

MR. MURPHY: I have been sworn once.

THE DEPUTY CLERK: He is already under oath, Your Honor. He has already been sworn.

[393] \* \* \*

MR. BARTSCH: May I take the stand, your Honor, I have already been sworn.

Thereupon,

HENRY G. BARTSCH

\* \* \*

DIRECT EXAMINATION

THE WITNESS: Your Honor requested information as to the object of the Legal Integrity Preservation Society, and I represented that we would have a copy from the Recorder of Deeds of the Articles of Incorporation speak for themselves.

I now wish to tender that to the Court and ask for its admission in evidence.

Will you give it a number, please.

THE COURT: It will be received.

(The certificate of incorporation was marked Defendant LIPS Exhibit No. 17 for identification and received in evidence.)

THE WITNESS: May I ask the clerk whether the quit claim deed in question is actually in evidence, quit claim deed from Henry Bartsch to the Legal Intergrity Preservation Society?

THE DEPUTY CLERK: Not so far as I know your Honor.

THE WITNESS: I have here the deed which I have just [394] received from Mr. Mundy, and I ask that it be admitted in evidence and it be numbered.

THE COURT: It will be received.

THE DEPUTY CLERK: Defendant LIPS Exhibit No. 18 in evidence.

(The quit claim deed was marked Defendant LIPS Exhibit No. 18 for identification and received in evidence.)

THE WITNESS: For the purpose of identifying the Wall Foundation which was referred to by Mrs. Powpowsky yesterday in her testimony and its situs, I offer in evidence page 87 of the yellow telephone directory of the Chesapeake and Potomac Telephone Company for the year beginning May 1963, and I ask that there be admitted in evidence this page 87 which I would like to extract in the Court's presence from the book.

Is there any objection?

THE COURT: Any objection, gentlemen?

MR. RITZ: Surely. It is self-serving, if nothing more.

THE COURT: It is heresay of the Nth degree.

THE WITNESS: But it is dated 1963 and it is evidence that —

MR. RITZ: C & P, if it is a telephone book, I have no objection.

[395] THE COURT: Even though there is no objection, I will reject it. Your offer is rejected, Mr. Bartsche. I won't take that.

THE WITNESS: May I testify to it?

THE COURT: You can't testify as to the phone book. You can testify from your own knowledge. If it refreshes your recollection as to something, you may use it to refresh your recollection, if your recollection is exhausted. First exhaust your recollection.

THE WITNESS: If your Honor will stop me, I don't intend to run counter to your Honor's wishes, but I would say this under oath: That the Wall Foundation is the name of the Legal Integrity Preservation Society which was agreed upon by the directors to be changed. And that the Wall Foundation had its office at 931 G Street, Northwest, and Miss Wilma Miller — the expenses for the telephone service and for the accommodation of the Wall Foundation were paid for by Miss Wilma Miller for the benefit of the Wall Foundation or otherwise known as the Legal Integrity Preservation Society.

I stated earlier today in testifying as a witness for the Legal Integrity Preservation Society that I considered myself qualified on the question of value of real estate in this area.

[396] THE COURT: I am not accepting any evidence as to the value of properties. I want to know about the legal title and equitable title and the equitable interest.

THE WITNESS: Then I will be unable to present evidence which I have of conveyances made and the prices received for them of adjoining property?

THE COURT: That is right. That is excluded. So forget it. You have your exception.

THE WITNESS: Now I am myself open to cross-examination without restriction to the direct examination which I would have given except for the restriction of the Court.

MR. RITZ: No questions.

MR. MURPHY: No questions, your Honor.

BY MR. MUNDY:

Q. Mr. Bartsche, did you have occasion to discuss with Mr. Rex Nelson prior to April 1966 the interests of others in 126 C Street, Northwest? A. I did.

MR. MURPHY: Your Honor, I am going to object to that.

THE COURT: That is beyond the scope of direct. You can adopt him as your witness, if you wish.

MR. RITZ: He has already called him as his witness, your Honor.

[397] THE COURT: I know. As I said, let's get all the testimony. The record is so confused now, it doesn't make any difference.

BY MR. MUNDY:

Q. The question, Mr. Bartsche, was: Before April 1966 did you discuss with Mr. Rex Nelson the interests of others in 126 C Street, Northwest? A. Only at the time that I was arrested in preparation for the conviction in 1963, yes.

Q. Did you discuss with him the interests of others in 126? A. Yes, certainly.

Q. Just answer the questions. Did you indicate to him the interests of anyone connected with the Legal Integrity Preservation Society or the Legal Integrity Preservation Society in 126 C Street? A. Yes.

Q. What was the extent of the conversation with Mr. Nelson? A. Mr. Nelson was very much disturbed because he felt that I had been making payments on this property, and that I was in trouble with my wife and that it was done for the purpose of avoiding paying her alimony, that it was a fiction.

[398] Q. Did you indicate to him anything with respect to Jacob Wall? A. At the time I think I only mentioned the Wall Foundation. I didn't speak of Jacob Wall himself.



Q. Now, when was this again? A. In May 1963, the same as the telephone book, the Wall Foundation.

Q. Now, did you have occasion to speak with Michael Ritz on or about April 29, 1966? A. Not on or about — April 29th at noon.

Q. Do you have records there that indicate the date or time of that conference? A. Mr. Ritz gave me his card when I went there, and the relationship was very friendly.

Q. Did you at that time indicate to Mr. Ritz anything with respect to the interests of others in this property? A. I indicated to Mr. Ritz and Mr. Ritz indicated to me that it was the most messed up case he had ever had because of Jacob Wall's death and because of Jacob Wall's debts. And I think he said in his three years of practice, he had never had anything like this, and this is one of the three most complicated cases he had ever had.

Q. Did you mention anytime between April 22 and April [399] 29, 1966 to either Mr. Murphy or Mr. Nelson with respect to the interests of others in this property? A. I never saw Mr. Murphy or Mr. Nelson between April 22nd and April 29th. I beg your pardon; I am very much mistaken about that.

I met Mr. Nelson first on the day of the Mary Jane Pontzler trial with Miss Miller in the General Sessions Court. She was down there and I was a witness for her in the case. We were standing outside the assignment commissioner's office. I think it was the 27th or it may have been the 26th of April. But it was within a day, if not the same day, that this quit claim deed was prepared.

Mr. Nelson came to me — may I testify to what he said?

Q. Yes. He is a party. A. Mr. Nelson said to me: "Mr. Murphy and I have bought 126 C Street and we understand that you have some title to it. Where can you be sued. Where can we serve you with the papers?" I said 931 G Street.

And they said: "You have no interest in the property." I said: "I definitely do have an interest in the property." I said: "There is a \$5,000 bequest from Mr. Wall of the Wall Foundation, and there is also the interest of the Legal [400] Integrity Preservation Society."

And he called Mr. Murphy over to him and I called Miss Miller over, and the four of us discussed the case right there. And I would say that it was on the 28th day of April outside the office of the assignment commissioner in the General Sessions Court at 4th Street and F, and it was probably in the morning because we were waiting for Miss Pontzler's case to be assigned.

MR. MUNDY: I have no other questions.

CROSS-EXAMINATION

BY MR. MURPHY:

Q. Mr. Bartsche, did you say that you said to me that you had an interest in this property and Mr. Wall had an interest in this property in the court house on the 28th day of April? A. I not only say that to you now, I swear to it, Mr. Murphy, under penalty of perjury.

Q. Did you also say that you talked to Mr. Nelson before about Mr. Wall having an interest in this property? A. About the Wall Foundation having an interest in the property, I spoke to Mr. Murphy.

MR. MURPHY: You didn't speak to Mr. Murphy.

THE WITNESS: And Mr. Nelson. I think it was the [401] day before I filed my declaratory judgment suit in the Federal District Court here, 1639-63, because Mr. Nelson was concerned because my wife probably would try to reach this property for arrears in alimony, and so on, and I explained to him at the time that I had contributed nothing, that the contribution had been made by Miss Miller and by Paul Starkweather and the Legal Integrity Preservation Society.

That is my testimony and it is sworn.

MR. MURPHY: I have no further questions.

MR. RITZ: I would just like the record to show, your Honor, that I was admitted to practice in 1953, and had a little bit more than three years experience as he testified.

THE WITNESS: I testified there was something about the figure 3.

MR. MUNDY: Objection. That is not a question.

THE COURT: You control your own witness.

MR. MUNDY: I am objecting to what he said, Mr. Ritz, he is stating something for the record reflecting something about his testimony.

THE COURT: Have you anything further?

MR. RITZ: I have no questions.

THE COURT: I will take notice in the record of Mr. Ritz' experience. I am sure it will indicate more than three [402] years of experience.

THE WITNESS: May it please your Honor, I said there was a number 3 in connection with our discussion. I think he said that it was one of the three most difficult cases he had ever had, and the reason —

THE COURT: It is really not important.

THE WITNESS: I would like to testify to it, and if they want to cross-examine me on it, they may.

THE COURT: I don't think anybody wants to cross-examine you on it. Anything further?

THE WITNESS: I want to make it very plain that there is no basis here for a quit claim deed because the warranty deed which has been given to Mr. Murphy and Mr. Nelson was that Mr. Wall's estate stood as a threat to the title in this property. And we would have to bear that liability, Legal Integrity Preservation Society, which was all right.

MR. MUNDY: We have no other questions.

THE COURT: Would you step down.

THE WITNESS: Thank you, your Honor.

(Witness steps down.)

MR. MURPHY: Do I understand, your Honor, that Mr. Mundy and Mr. Bartsch have rested their case?

THE COURT: I know Mr. Mundy has. Have you, Mr. [403] Bartsch?

MR. BARTSCH: Yes, sir.

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EUGENE X. MURPHY

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#### DIRECT EXAMINATION

THE WITNESS: I would like to state for the record that I do not know Mr. Bartsch. I never had any dealings with

him. I saw him at a distance in the Court House on about April 28th. I had no conversation, as I recall, about anything—Mr. Wall or LIPS or anybody else that I recall. That is number one.

Number two, I would like to state for the record that at no time when I entered into a contract to purchase 126 C Street did I have any knowledge of any other claims on this property.

MR. BARTSCH: In that case, I ask that Miss Miller be recalled.

THE COURT: Just a minute. We are not through with [404] this witness yet.

MR. BARTSCH: I have no questions to ask of him. He has denied it.

THE COURT: You have rested your case.

MR. BARTSCH: I would like to impeach his testimony with the testimony of Miss Miller who was there.

THE COURT: Have you any further questions of this witness?

MR. BARTSCH: No, sir, I do not.

THE COURT: Does anyone have any questions of this witness?

MR. MUNDY: No questions.

THE COURT: Thank you, Mr. Murphy.

\* \* \*

REX K. NELSON

\* \* \*

#### DIRECT EXAMINATION

THE WITNESS: May it please the Court, contrary to [405] what Mr. Bartsch has stated, when we were discussing the question of the charges against him in Court, he called me several times during the progress of that case. Then when he was convicted he came to me to ask whether or not I would attend with him a meeting in Judge Scalley's chambers and bring with me the deed that I had in order that he might prove to the Court that he was not the owner. This was after his conviction. I did that.

At no time prior thereto did he mention Wall, LIPS or anybody else. He never informed me of what interest there

was in that property. The only interest that I knew for that property was that he had conveyed to Mrs. Bowes.

As to the question of whether or not his wife would or would not have any interest in that property, I have no recollection of discussing that because I had no interest in that. And when he filed his suit asking for a declaratory judgment, I told him that I would be glad to file an answer in behalf of Mrs. Bowes, since I knew that she was the owner, and that I did do. And that was the end of that suit.

At no time did I ever discuss Wall, LIPS or anybody else's interest in this case with Mr. Bartsch. and the first I knew about all this information that I recall about who contributed what was when we called depositions at my office, [406] I believe in November.

MR. MUNDY: May I cross-examine?

THE COURT: Yes.

#### CROSS-EXAMINATION

BY MR. MUNDY:

Q. Mr. Nelson, when you testified a while ago, didn't you say that Mr. Ritz told you about the quit claim deed?

A. That's correct.

Q. So the first time wasn't when you took the deposition? A. I'm talking about the contributions that everybody is claiming they made to this lady, the contributions claimed to have been made by estates or by LIPS. Mr. Ritz did tell me about a quit claim being executed by Mr. Bartsch some days after we had sent the contract up there. That's correct.

Q. This was shortly after you— A. And it was after that that I went to the Recorder of Deeds to see who LIPS was. I had no idea, I had never heard of it.

Q. Had you gotten the contract back then yet? A. I don't remember whether it was simultaneously with the return of the contract or not, I don't remember.

[407] Q. Did you send a check with the contract? A. My recollection is we did.

Q. So the check would have to have been dated sometime before April 22nd? A. I assume whatever date the contract may be.

MR. MUNDY: I have no other questions, Your Honor.

BY MR. BARTSCH:

Q. Mr. Nelson, did you approach me in the General Sessions Court outside the Assignment Commissioner's office and discuss this matter with me? A. I approached you; I did not discuss this matter with you. I informed you that Mr. Murphy and I had entered into a contract to purchase 126 C Street for an office and we were going to be very happy to settle in that neighborhood.

Q. Didn't you say that you wanted to know where I could be served so you could sue me? A. Oh, no, there wasn't any reason to sue you. Why should I?

MR. BARTSCH: I see.

Your Honor, I would like to call Miss Miller without having any opportunity to talk to her. I would like to call her absolutely fresh and have her come in here and testify, because she was there.

[408] I would like the Clerk to call her. I don't want to have any communication with her, because Miss Miller can testify to these facts.

You have two absolutely contrary statements here, Your Honor. He says he did not discuss the matter of suing me. And Miss Miller was present there. She knows all about it. It was explained to him what her interest was. She was called over, and Mr. Nelson also called over Mr. Murphy.

THE COURT: All right. You are dragging this case out absolutely unnecessarily. We will have to take a recess so you can find Miss Miller.

How soon can you get her here?

MR. MUNDY: We hope within a half-hour.

THE COURT: Make it less, will you, please.

MR. MUNDY: We will try, sir.

(Recess taken.)

THE COURT: I am informed you are unable to locate Miss Miller. Is that correct?

MR. BARTSCH: I haven't tried. I had hoped she would be able to come and testify out of my presence.

I thought she was at a Judiciary Committee meeting, Mr. Celler's committee, over in the House. But she also works

at the Grand Jury in this building, and I can't imagine where [409] she is.

May I ask your Honor as a special favor to hold this case over, and I will not even see her and speak to her until she can come here. I will stay away; I'll leave town.

Also, we would like very much to have that check.

THE COURT: What is she going to add except a conflict in the testimony which we already have?

MR. BARTSCH: She is going to corroborate my statement which is in conflict with Mr. Murphy's statement. She was present. She will remember the occasion of it all. And I am sure she will confirm everything I have said here in respect to that meeting.

THE COURT: I have to arrange my own schedule. Is there any further testimony going to be put in in this case?

MR. BARTSCH: No.

MR. MUNDY: Yes, sir, we would like to offer the will of Mr. Wall. It has been accepted for probate, Your Honor, in this Court. It is on file. We can give the Court the file number of the estate.

THE COURT: I am only interested in the one clause which purports to transfer an interest in property.

MR. MUNDY: This might help, Your Honor, There was a motion for summary judgment in this case before Judge [410] Holtzoff back in September or October. At that time there was read directly from the will, and I have a copy of the transcript of that hearing before Judge Holtzoff.

THE COURT: Wait a minute. I have the will in front of me in connection with the Administration 116909.

MR. MUNDY: Page 16, 12th paragraph, Your Honor.

Your Honor, there was a previous will that was not probated. I am reading now from the transcript of the hearing before Judge Holtzoff which Mr. Nelson read to Judge Holtzoff the verbatim contents of the will.

THE COURT: What is the date of the one you are talking about?

MR. MUNDY: It is dated 5 May 1965.

THE COURT: I have got two wills since then.

MR. MUNDY: Your Honor, may I be excused to go downstairs and pick up the will.

THE COURT: Wait a minute.

MR. MUNDY: Your Honor, if I could help the Court, perhaps I can find it. I am familiar with the will.

THE COURT: The fourth paragraph?

MR. MUNDY: No, sir. The 12th.

THE COURT: All right. I have it. That is all I need. I will take judicial notice of our own records.

[411] MR. MUNDY: For my information, what date was that will, sir?

THE COURT: 5 May 1965.

MR. MUNDY: Yes, sir, that is the same one.

THE COURT: That is the one that was probated?

MR. MUNDY: Yes, sir.

THE COURT: Does this close the record on the case except for Miss Miller?

MR. MURPHY: Yes, Your Honor.

MR. MUNDY: We have nothing further, Your Honor.

THE COURT: Well, regardless of how Miss Miller testifies, since the case is so complicated and since there are so many conflicting stories, I am going to ask each side, each party, to submit proposed findings of facts and conclusions of law, and I will take it under consideration. But we will finish the case the first thing in the morning. If Miss Miller is not available at ten o'clock, we will close the case.

The Court stands adjourned until ten o'clock tomorrow.  
(Short recess taken.)

MR. MUNDY: Your Honor, Miss Miller is presently available. She was Mr. Bartsch's witness originally.

MR. BARTSCH: I would prefer that Mr. Mundy handle [412] this.

THE COURT: Go ahead. Put her on.

MR. BARTSCH: She was my witness originally. I am afraid I might lead her, Your Honor.

Thereupon,



WILMA A. MILLER

\* \* \*

DIRECT EXAMINATION

BY MR. MUNDY:

Q. Miss Miller, you are already under oath. You are the same Wilma Miller that testified earlier in this case? A. Yes.

Q. Now, Miss Miller, do you recall a conversation in the General Sessions Court last year between Mr. Murphy and Mr. Nelson or Mr. Murphy or Mr. Nelson and one Henry Bartsch? A. Yes.

Q. Were you present? A. Yes.

Q. Where did this conversation take place? A. It took place right outside of the Assignment Office.

Q. Outside of the Assignment Office. A. Yes.

[413] Q. Were you there on official business? A. Yes.

Q. What was the nature of your business? A. It was a case that I had with another court reporter.

Q. What was the name of the case? A. Miller vs Pontzler.

Q. That was in the Court of General Sessions? A. That is right.

Q. Do you remember approximately the month or the day that this took place? A. In April 1966.

Q. Now, was there a conversation between Messrs. Murphy and Nelson and Mr. Bartsch? A. There was.

Q. Who approached who? A. Mr. Nelson, as I remember it, approached Mr. Bartsch.

Q. What was said, please, by the two parties? A. As I remember it, my recollection isn't very good, but as I remember it, the first thing that Mr. Nelson asked Mr. Bartsch was where he could be served. That he wanted the deed to 126 C Street. They had bought the property and he wanted to know where he could serve Mr. Bartsch so he could sue him for the deed.

[414] Q. Was there any discussion about the Wall Foundation? A. Yes. Mr. Bartsch, I think, mentioned the Wall Foundation.

Q. To Mr. Murphy or to Mr. Nelson? A. As I recall it, the conversation was with Mr. Nelson, but Mr. Murphy was present.

MR. MUNDY: I have no other questions.

THE COURT: Anyone else?

CROSS-EXAMINATION

BY MR. MURPHY:

Q. Miss Miller, are you saying that Mr. Bartsch told me anything about the Wall estate the morning I was in the corridor? A. I think his conversation was to Mr. Nelson, as I remember it.

Q. Were you present? A. I was present.

Q. Do you recall that I was on the other side of the room? A. Well, sir, we were not in a room.

Q. I mean the other side of the corridor when Mr. Nelson was talking to him? A. As I recall, I thought that you were together.

[415] Q. If I should tell you that I wasn't, would you still testify the way you are testifying? A. I must testify to my own recollection. That is my recollection.

Q. Did you have any discussion previous to today with Mr. Bartsch or anyone about your conversation at that time? A. No. I didn't know I would be called as a witness until about a quarter of three.

Q. I am not saying that. I am saying when you went over this case with Mr. Mundy and Mr. Bartsch, did you discuss this talk in the corridor? A. No.

Q. It was never discussed? A. Never.

MR. MURPHY: I have no further questions.

MR. RITZ: No questions.

MR. MUNDY: May the witness be excused, Your Honor?

THE COURT: If everyone is through questioning, yes.

MR. MUNDY: Thank you, Your Honor.

(Witness excused.)

THE COURT: All right. Is there anything further?

MR. MUNDY: That closes the case, Your Honor, except for the check.

[416] THE COURT: As I said, I would appreciate submission of findings of fact and conclusions of law.

MR. MUNDY: Your Honor, you are holding the record open for the check?

THE COURT: Oh, yes, the check. When will that get in?

MR. MURPHY: That doesn't require testimonial evidence. That's just a piece of documentary evidence. It can be submitted any time, but if Your Honor would set a deadline, then we could prepare our proposed findings shortly thereafter.

THE COURT: It will be sitting tomorrow on another case. You can present it any time. We will keep the record open for that.

MR. RITZ: But you will have no further need for us to reappear?

THE COURT: All I want from you gentlemen is help in sorting this record out. It is very confused.

(Whereupon, the hearing concluded at four p.m.)

JOINT APPENDIX  
VOL. II - EXHIBITS

---

In the  
**UNITED STATES COURT OF APPEALS**  
For the District of Columbia Circuit

No. 20995

---

LEGAL INTEGRITY PRESERVATION  
SOCIETY, INC.,

*Appellant,*

v.

EUGENE X. MURPHY  
and  
REX K. NELSON,

*Appellees.*

and

MARY V. BOWES,

*Intervenor.*

No. 21093

---

HENRY G. BARTSCH,

*Appellant,*

v.

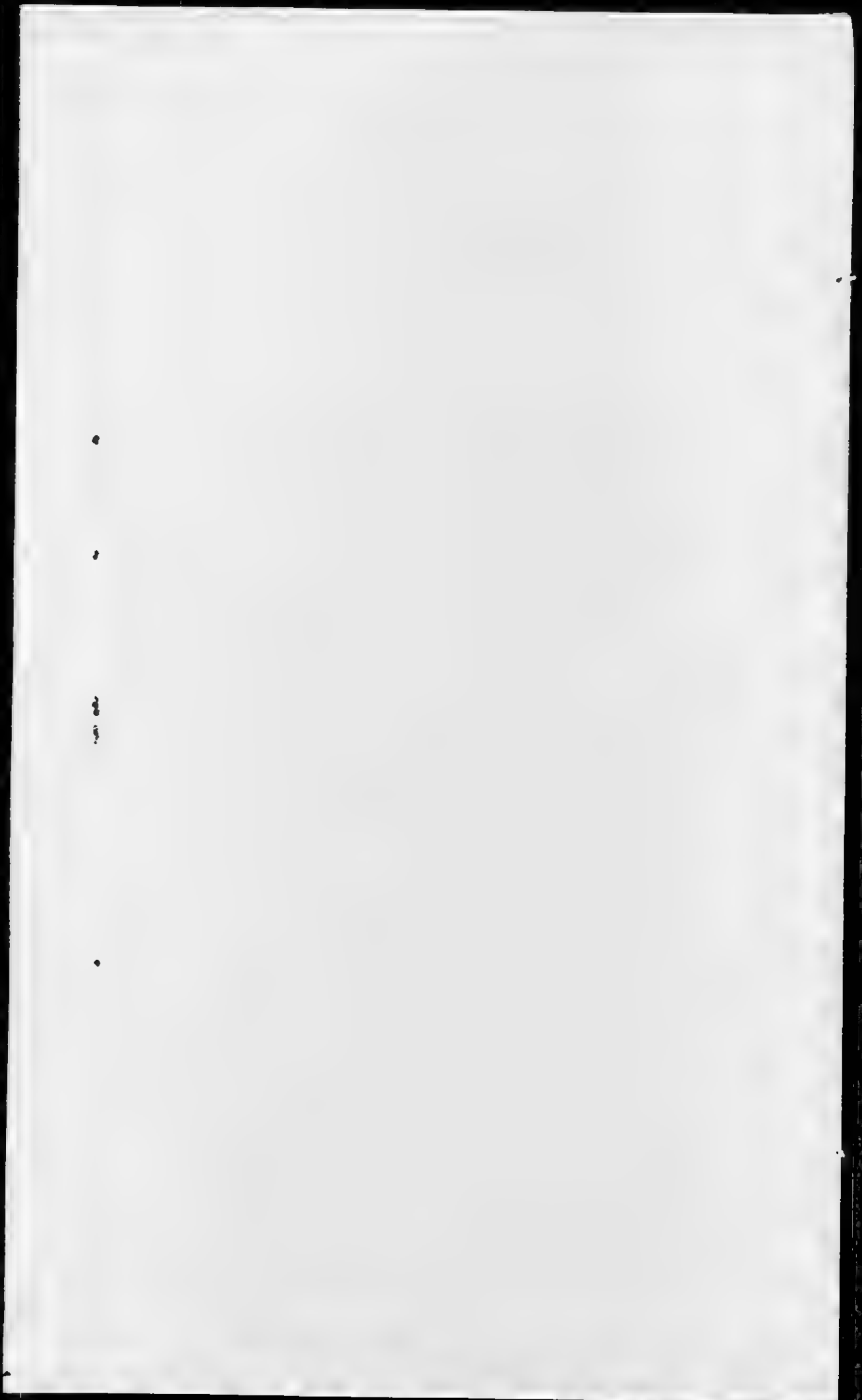
EUGENE X. MURPHY  
and  
REX K. NELSON,

*Appellees,*

and

MARY V. BOWES,

*Intervenor.*



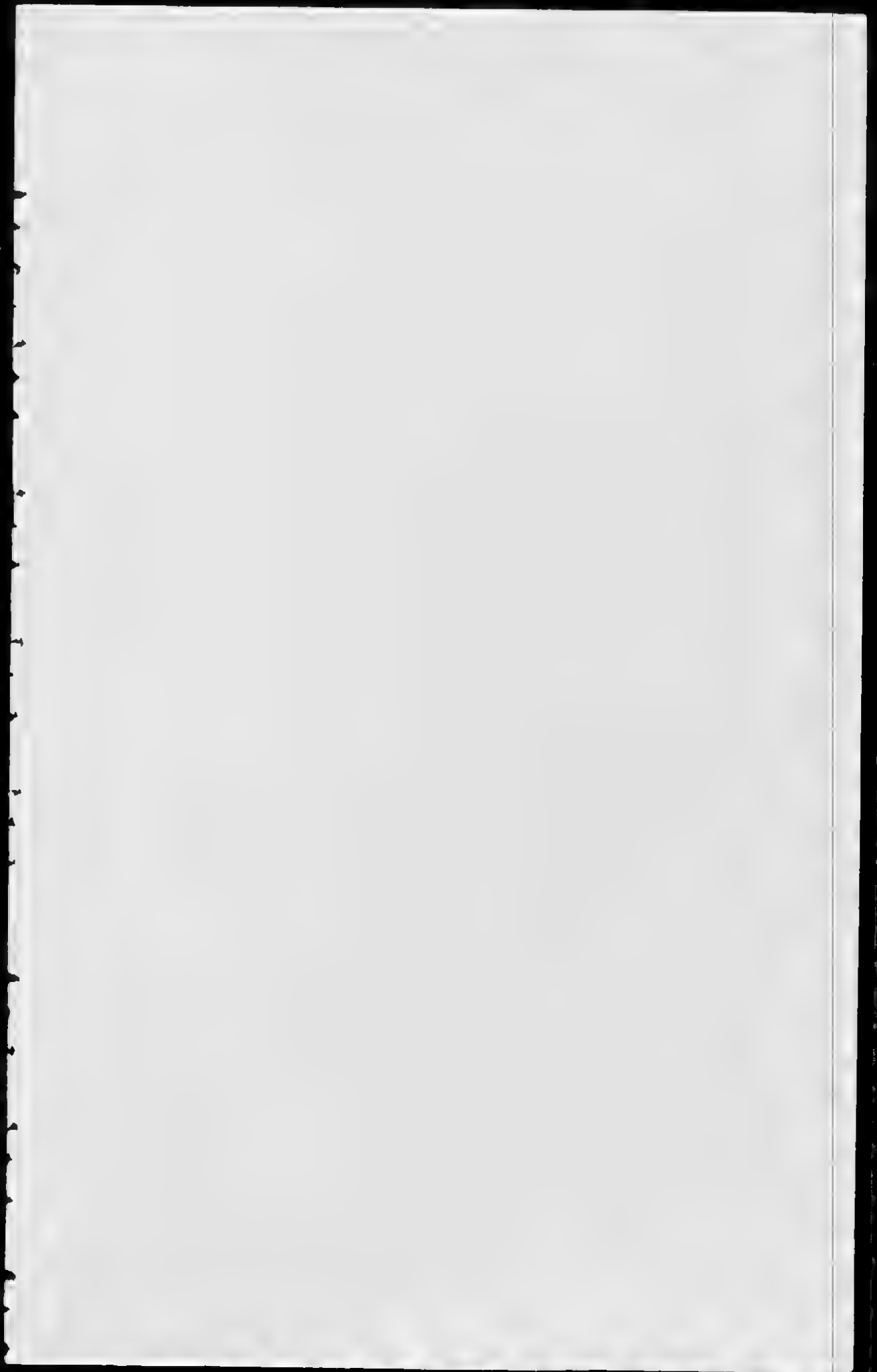
(i)

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Moid Deft Bowles Ex #1

## This Deed

Deft. Bowles Exhibit No. 1

Made this 31st day of May in the year one thousand  
 nine hundred and fifty, by and between  
 HENRY G. BARTSCH, ~~et ux, Elsa M. Bartsch~~

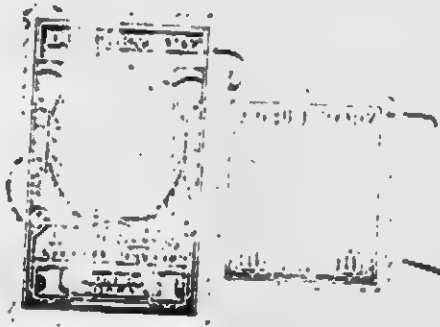
part 1<sup>st</sup> of the first part, and

MARY V. BOWES

part 1<sup>st</sup> of the second part:

Witnesseth, that in consideration of One Thousand- - - - - Dollars  
 the party of the first part does hereby grant unto the party of the second part, in fee simple  
 subject to Deed of Trust of record, all that piece or parcel of  
 land, together with the improvements, rights, privileges and appurtenances to the same belonging,  
 situate in the District of Columbia, described as follows, to wit:

Lot Nineteen (19) in Moses Kelly's subdivision of lots in Square  
 Five Hundred and seventy-four (574) as per plat recorded in Liber  
 W.B.M., Folio 267 of the Records of the Office of the Surveyor of  
 the District of Columbia



And the said party of the first part covenant that they will warrant specially  
 the property hereby conveyed; and that they will execute such further assurances of  
 said land as may be requisite.

Witness our <sup>my</sup> hand and seal the day and year hereinbefore written.

IN PRESENCE OF—

Joseph A. Bigney May 31, 1951 [SEAL]  
 \_\_\_\_\_ [SEAL]

EXJA 1

District of Columbia, to wit:

I,

, a Notary Public in and for the District aforesaid,

HEREBY CERTIFY that

who personally well known to me as the grantor in, and the person who executed the  
aforegoing and annexed deed, dated , A. D. 19 personally appeared  
before me in the said District and acknowledged the said deed to be act and deed.

Given under my hand and seal this

day of

, 19

District of Columbia, to wit:

Notary Public

I, Wilma A. Miller, a Notary Public in and for the  
District aforesaid, Hereby Certify that Henry G. Bartsch, who  
is personally well known to me as a grantor in, and a person who  
executed the foregoing and annexed deed, dated May 31, A.D., 1950,  
personally appeared before me in the said District and acknowledged  
the said deed to be his act and deed.

GIVEN under my hand and seal this 31st day of May, 1950.

*Wilma A. Miller*  
Notary Public

RECEIVED FOR RECORD on the \_\_\_\_\_ day  
of \_\_\_\_\_, A. D. 19\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in  
Liber No. \_\_\_\_\_ at Folio \_\_\_\_\_, one  
of the Land Records for the District of Columbia,  
and examined by

Recorder.

Recorder.

Ex JA2

222

TO



Defendants' Exhibit No. 1

*Duplicate  
of Cash  
Receipt*

Miller Columbian Reporting Service		NUMBER
		148
WASHINGTON, D. C.		Nov. 4 1957 15-81 511
PAY TO THE ORDER OF	P. J. WALSH, INC.	\$ 105.00
ONE HUNDRED FIVE and 00/100-		----- DOLLARS
125 C Street, N.W. THE MUNSEY TRUST COMPANY WASHINGTON, D. C.		<i>Thelma A Miller</i>

Miller Columbian Reporting Service		NUMBER
		334
WASHINGTON, D. C.		2/19/58 10 15-81 511
PAY TO THE ORDER OF	<i>Leo A. Walsh</i>	\$ 374 <sup>96</sup> / <sub>100</sub>
<i>Three Hundred Seventy Four and 96/100</i>		----- DOLLARS
THE MUNSEY TRUST COMPANY WASHINGTON, D. C.		<i>Thelma A Miller</i>

EX. 1A 3

No. \_\_\_\_\_ WASHINGTON, D.C. April 6 1957 15-81  
511

**THE MUNSEY TRUST COMPANY**

PENNEYLVANIA AVE. BETWEEN 13TH AND 14TH STREETS, N. W.

PAY TO THE ORDER OF P. J. WALSH, INC. \$102.00

ONE HUNDRED TWO and 00/100- - - - - DOLLARS

MILLER-COLUMBIAN REPORTING SERVICE

*Alma W. Miller*  
LA PLATA, MD. 9/8/58 19

**COUNTY TRUST COMPANY OF MARYLAND**

65-135  
521

TO THE ORDER OF

*P. J. Walsh*  
*One Hundred Two* \$102.00  
DOLLARS



126 C S V W

*Alma W. Miller*

*Duplicate  
of Walsh  
Receipt*

Ex.JA 4

Defendants' Exhibit 1, cont'd

Miller Columbian Reporting Service		NUMBER
		259
WASHINGTON, D. C.		Jan 15 19 57 15.81 511
PAY TO THE ORDER OF	<i>P. J. Walsh, Inc</i>	\$ 42 <sup>00</sup> / <sub>100</sub>
<i>Forty Two and 00/100</i>		42 <sup>00</sup> / <sub>100</sub> DOLLARS
THE MUNSEY TRUST COMPANY		<i>Melvin A Miller</i>
WASHINGTON, D. C.		
<i>126 C St. NW</i>		

Miller Columbian Reporting Service		NUMBER
		148
WASHINGTON, D. C.		Dec. 6 19 57 15.81 511
PAY TO THE ORDER OF	<i>P. J. VALCHE</i>	\$102.00
ONE HUNDRED AND TWO 00/100- - - - -		DOLLARS
THE MUNSEY TRUST COMPANY		<i>Melvin A Miller</i>
WASHINGTON D. C.		
126 C St. NW		

Defendants' Ex. 1, continued

EXJA 5

WASHINGTON, D.C. August 6

19<sup>58</sup>

No.

15-81  
511

# THE MUNSEY TRUST COMPANY

PENNSYLVANIA AVE. BETWEEN 13TH AND 14TH STREETS, N. W.



PAY  
TO THE  
ORDER OF P. J. WALSHE INC.

\$ 102.00

ONE HUNDRED AND TWO and 00/100- - - - - DOLLARS

Miller-Columbian Reporting Service

A handwritten signature in cursive script, reading "Melvin O. Miller".

Mortgage on 126 C Street NW  
Henry G. Bartsch-M. Bowes  
Mortgage holder

ExJA 6

*Removed in court  
by Atty. General  
4/10/67*

Defendants' Exhibit 1,  
cont'd

Miller Columbian Reporting Service

NUMBER 113

WASHINGTON, D C 9/9/1957 15-81  
811

PAY TO THE ORDER OF J. J. Valachi \$258.00

Two Hundred Fifty Eight and 00/100 DOLLARS

THE MUNSEY TRUST COMPANY  
WASHINGTON, D. C.

*Wilma A. Miller*

Defendants' Exhibit 1, cont'd

EXJA 7

e This is duplicate  
Cash  
Receipt of Valachi



Ex.JA 8

Defendants' Exhibit 2

MARYLAND NATIONAL BANK  
LaPlata, Maryland

April 7, 1967

Miller-Columbian Reporting Service  
931 G Street, N.W. Suite 1  
Washington, D.C.

Dear Mrs. Miller:

Recorded on our film is a check in the amount of \$530.00 payable to P.J. Walsh endorsed For Deposit Only by P.J. Walsh. The check is signed by Wilma A. Miller. The check was paid by us on February 23, 1961.

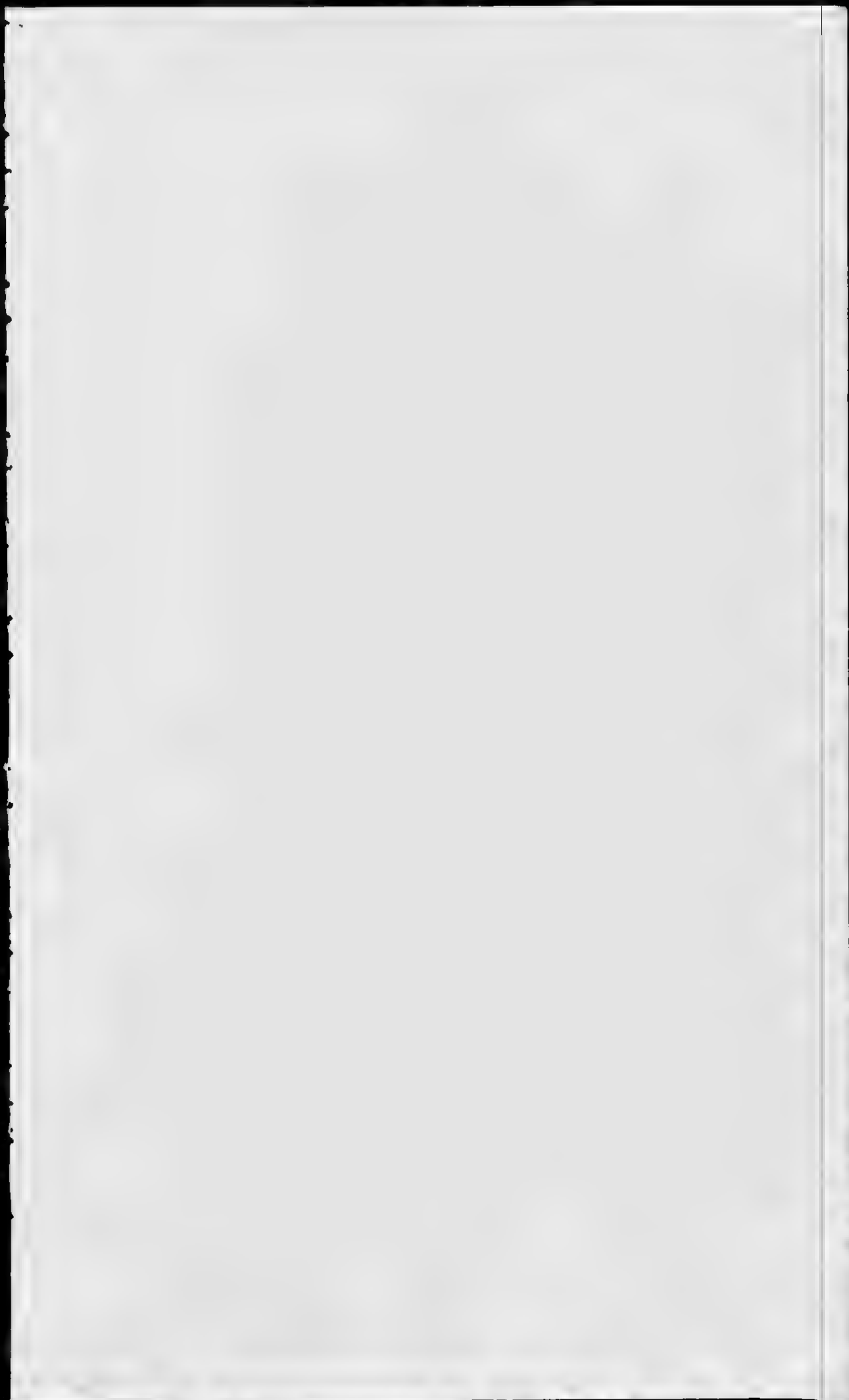
We hope this will be sufficient evidence to support whatever proof you might need in your case. Feel perfectly free to come down to our bank and view the check if you find it necessary.

Yours very truly,

/s/ Ethel M. Bowling

Note: Mrs. Bowling told me over 'phone that in left hand corner of face of check, was the following notation:  
Five months-126 C Street, N.W.

---



**DEFENDANT'S EXHIBIT**  
#3

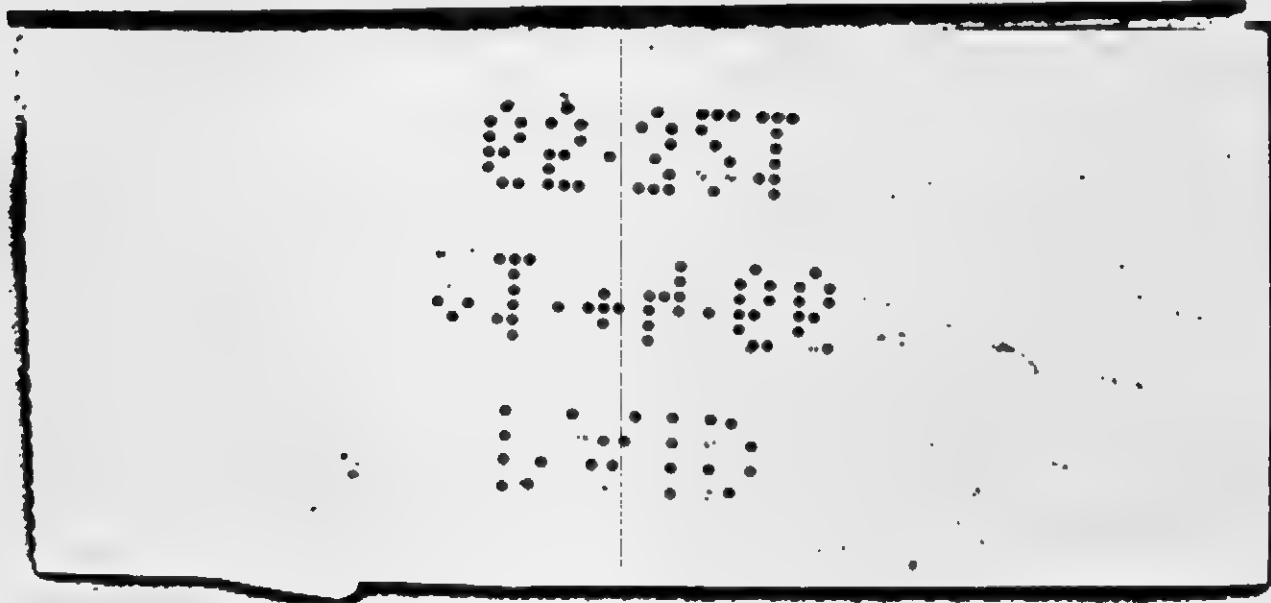
Henry G. Bartsch

Over the sum of one hundred and no/100 DOLLARS

**CITIZENS NATIONAL BANK**  
SOUTHERN BRANCH  
LEXINGTON PARK, MARYLAND

85-321  
521

700 184-3



**DEFENDANT'S EXHIBIT**  
#3 (B)

931 G STREET, N. W. - SUITE ONE  
WASHINGTON, D. C.  
ME 8-1405

COUNTY TRUST COMPANY OF MARYLAND  
LA PLATA, MD.

No. 1587

August 24 1962

PAY TO THE ORDER OF Henry G. Bartsch \$ 50.00 85-135  
7x 521

Fifty and no/100 DOLLARS

THIS CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS SHOWN HEREWITH.  
ACCEPTANCE BY DEPOSITOR CONSTITUTES RECEIPT OF FUNDS

Miller-Six

MILLER-COLUMBIAN REPORTING SERVICE  
John A. Miller

85-135  
521

Henry G. Bartsch  
For Deposit  
acct of Bartsch  
8/24/62

SEP 11 1962  
FBI - WASHINGTON

Defendants' Exhibit 3

Ex. 1A 9

831 G STREET, N. W. - SUITE ONE  
WASHINGTON, D. C. 20004  
ME 8-1405

**DEFENDANT'S EXHIBIT**  
#3 (C)

COUNTY TRUST COMPANY OF MARYLAND  
LA PLATA, MD.

No. 1298

4/18 1962

PAY TO THE ORDER OF *Henry G. Bartsch*

\$ 30<sup>00</sup>/<sub>100</sub>

THIRTY DOLLARS

THIS CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS SHOWN HERewith.  
ACCEPTANCE BY ENDORSEMENT CONSTITUTES RECEIPT IN FULL.

MILLER-COLUMBIAN REPORTING SERVICE

*William A. Miller*

0521-0135

*For Cash  
Account  
Henry G. Bartsch*

APR 19 1962  
BALTIMORE BRANCH  
FEDERAL RESERVE BANK  
OF BALTIMORE  
7-2211

831 G ST., N. W., SUITE ONE  
WASHINGTON, D. C. 20004  
ME 8-1405

**DEFENDANT'S EXHIBIT**

MARYLAND NATIONAL BANK  
LA PLATA, MD.

No. 1665

10/10 1962

PAY TO THE ORDER OF *Henry G. Bartsch*

\$ 40<sup>00</sup>/<sub>100</sub>

FOURTY DOLLARS

THIS CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS SHOWN HERewith.  
ACCEPTANCE BY ENDORSEMENT CONSTITUTES RECEIPT IN FULL.

MILLER-COLUMBIAN REPORTING SERVICE

*William A. Miller*

0521-0135 505 16 204 18

*Henry G. Bartsch  
Pay to order of  
and account of  
Henry G. Bartsch*

15-1 THE FIRST NATIONAL BANK 15-1  
511

BALTIMORE BRANCH

EXJA 10

631 G ST., N. W., SUITE ONE  
WASHINGTON, D. C.  
ME 8-1405

**DEFENDANT'S EXHIBIT**  
3-E

MARYLAND NATIONAL BANK  
LA PLATA, MD.

No. 1642

9/25 1962

PAY TO THE ORDER OF Henry G. Bartsch \$ 250.00

Twenty Five and 00/100 DOLLARS

THIS CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS SHOWN HEREWITH. ACCEPTANCE BY ENDORSEMENT CONSTITUTES RECEIPT IN FULL.

MILLER-COLUMBIAN REPORTING SERVICE

*Arthur G. Miller*

⑆0521⑉0135⑆ 505⑈26⑈204⑈

631 G STREET, N. W., SUITE ONE  
WASHINGTON, D. C.  
ME 8-1405

**DEFENDANT'S EXHIBIT**  
3-E

COUNTY TRUST COMPANY OF MARYLAND  
LA PLATA, MD.

No. 1421

June 13 1962

PAY TO THE ORDER OF Henry G. Bartsch \$ 20.00

Twenty and 00/100 DOLLARS

THIS CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS SHOWN HEREWITH. ACCEPTANCE BY ENDORSEMENT CONSTITUTES RECEIPT IN FULL.

MILLER-COLUMBIAN REPORTING SERVICE

*Arthur G. Miller*

⑆0521⑉0135⑆

631 G STREET, N. W., SUITE ONE  
WASHINGTON, D. C.  
ME 8-1405

**DEFENDANT'S EXHIBIT**  
3-G

COUNTY TRUST COMPANY OF MARYLAND  
LA PLATA, MD.

No. 1378

May 28 1962

PAY TO THE ORDER OF Henry G. Bartsch \$ 50.00

FIFTY and 00/100 DOLLARS

THIS CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS SHOWN HEREWITH. ACCEPTANCE BY ENDORSEMENT CONSTITUTES RECEIPT IN FULL.

MILLER-COLUMBIAN REPORTING SERVICE

*Arthur G. Miller*

⑆0521⑉0135⑆

Henry G. Bartuch  
for Dep. acct of  
Signe G. Bartuch

For Deposit  
acct of  
Signe G. Bartuch  
Henry G. Bartuch

For Deposit-  
acct of  
Signe G. Bartuch  
Henry G. Bartuch

THE BANK OF AMERICA TRUST CO.  
OF THE DISTRICT OF COLUMBIA  
154 511

SEP 26 1962 2:04 PM  
154 511

BALTIMORE BRANCH  
FEDERAL RESERVE BANK  
7-27 154 511

WASHINGTON, D. C.

THE BANK OF AMERICA TRUST CO.  
OF THE DISTRICT OF COLUMBIA  
154 511

JUN 17 1962 14:29  
154 511

BALTIMORE BRANCH  
FEDERAL RESERVE BANK  
7-27 154 511

WASHINGTON, D. C.

ANY BANKS...  
154 511

JUN 17 1962 14:29  
154 511

BALTIMORE BRANCH  
FEDERAL RESERVE BANK  
7-27 154 511

WASHINGTON, D. C.



**DEFENDANT'S EXHIBIT**  
3-H

931 G STREET, N. W. - S  
WASHINGTON, D. C.  
ME 8-1405

**COUNTY TRUST COMPANY OF MARYLAND**  
 LA PLATA, MD.  
 No. 1357  
 May 17 1962  
 65-135  
 521

ORDER OF Henry G. Bartsch \$ 25.00  
Twenty Five and 00/100 -----  

DOLLARS

THIS CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS SHOWN HEREWITH.  
 ACCEPTANCE BY ENDORSEMENT CONSTITUTES RECEIPT IN FULL.  
 Svc. Rptg.

**MILLER-COLUMBIAN REPORTING SERVICE**

\*0521-0135\*

**DEFENDANT'S EXHIBIT**  
3-I

931 G STREET, N. W. - S  
WASHINGTON, D. C.  
ME 8-1405

**COUNTY TRUST COMPANY OF MARYLAND**  
 LA PLATA, MD.  
 No. 1304  
April 21 1962  
 65-135  
 521

PAY TO THE ORDER OF Henry G. Bartsch \$ 85.00  
Eighty Five and 00/100 -----  

DOLLARS

THIS CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS SHOWN HEREWITH.  
 ACCEPTANCE BY ENDORSEMENT CONSTITUTES RECEIPT IN FULL.

**MILLER-COLUMBIAN REPORTING SERVICE**

\*0521-0135\*

**MILLER COLUMBIAN REPORTING SERVICE**  
 931 G ST., N. W.  
 WASHINGTON, D. C.

No.  
June 10 1965  
 65-321  
 521

PAY TO THE ORDER OF HENRY G. BARTSCH \$ 100.00  
ONE HUNDRED and 00/100 -----  

DOLLARS

THIS CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS SHOWN HEREWITH.  
 ACCEPTANCE BY ENDORSEMENT CONSTITUTES RECEIPT IN FULL.  
 100.00-5

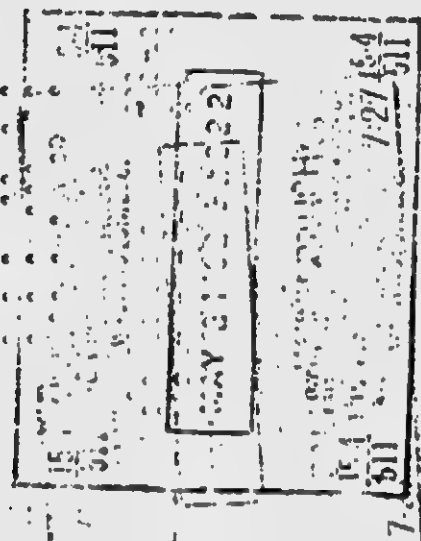
**MILLER COLUMBIAN REPORTING SERVICE**

\*0521-0321\*

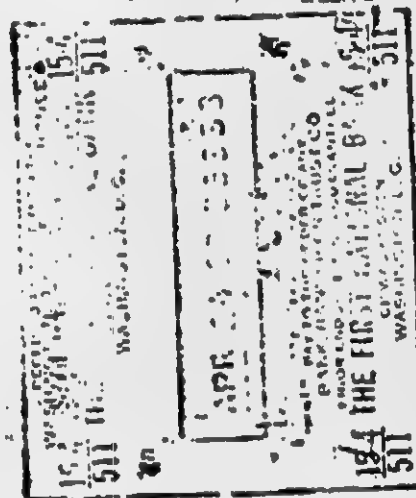
**DEFENDANT'S EXHIBIT**  
3-(J)

Ex.JA 13

Henry G. Bartel  
For Deposit  
Acct of Signe  
G. Bartel

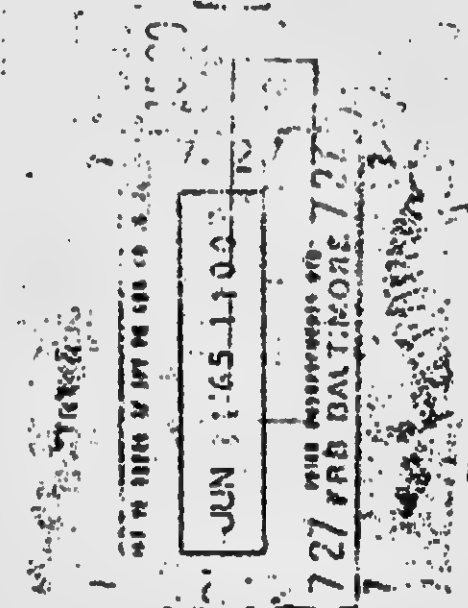


Henry G. Bartel  
Dep. acct of  
Signe G. Bartel



Henry G. Bartel  
Pay to order of  
Jacob Wall  
Jacob Wall

KG





Ex.JA 15

Defendants' Exhibit 4

P.J. WALSHE, INC.  
1115 Eye Street, N.W.  
Washington 5, D.C.

April 13, 1964

Mr. Theodore Popowsky  
and Mrs. Mary Anne Popowsky  
1329 Delafield Place, N.W.  
Washington 11, D.C.

Paid in full this date the first trust note secured on Lot 19,  
Square 574, 126 C Street, N.W., on the following:

Balance of principal on the said note	\$1,544.33
Interest from Aug. 7, 1963 to April 13, 1964	49.56
Redeemed tax sale for 2nd half of 1963 Taxes	235.65
1st Half of 1964 Real Estate Taxes	134.51
2nd Half of 1964 Real Estate Taxes	<u>126.90</u>
	\$2,090.95

We will send you the Deed of Trust, Insurance Policy and the  
original note within a few weeks.

[Paid 4/13/64, P.J.Walshe, Inc., by (illegible) Thank you]

---



# This Deed

Made this 7th day of July A. D. 1948, by and between  
HENRY G. BARTSCH and ELSA N. BARTSCH, his wife,

parties of the first part, and  
LEO A. WALSH and BART J. WALSH, Trustees,

parties of the second part:

Whereas, said HENRY G. BARTSCH is  
justly indebted to ASSOCIATED SULPICIANS OF THE UNITED STATES in the full  
sum of THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$13,500.00) Dollars  
for money loaned for which sum the said HENRY G. BARTSCH has made and  
delivered unto said ASSOCIATED SULPICIANS OF THE UNITED STATES his one  
promissory note of even date herewith, bearing interest until paid at  
the rate of Five per centum per annum; said principal and interest pay-  
able in monthly installments of One Hundred and Two (\$102.00) Dollars  
(with the privilege of making larger payments in any amount), on the  
7th day of each and every month after date, until paid; each in-  
stallment when so paid to be applied, first, to the payment of the  
interest on the amount of principal remaining unpaid, and the balance  
thereof credited to the principal.

And it is expressly agreed that if default be made in the payment  
of any one of the aforesaid installments when and as the same shall  
become due and payable, then and in that event, the unpaid balance of  
the aforesaid principal sum and accrued interest shall at the option of  
the holder hereof at once become and be due and payable.

And Whereas, the parties of the first part desire to secure the prompt payment  
of said debt, and interest thereon, when and as the same shall become due and payable, and all costs  
and expenses incurred in respect thereto, together with all taxes and insurance premiums as well  
as all renewals or extensions of said debt, including reasonable counsel fees incurred or paid by the  
said parties of the second part or substituted trustee or by any person hereby secured, on account  
of any litigation at law or in equity which may arise in respect to this trust or the property herein-  
after mentioned, and of all money which may be advanced as provided herein, with interest on all  
such costs and advances from the date hereof.

Now Therefore, This Indenture Witnesseth, that the parties of the first  
part, in consideration of the premises, and of one dollar, lawful money of the United States of  
America, to them in hand paid by the parties of the second part, the receipt  
of which, before the sealing and delivery of these presents, is hereby acknowledged, have granted,  
hereby grant unto the parties of the second part or the survivor of them

Jul 12 2 44 PM '48

EXJA 17

the following described land and premises, situated in the District of Columbia, known and distinguished as: - Lot 19 in Moses Kelly's subdivision of lots in Square 574, as per plat recorded in Liber W.B.M. folio 267 of the Records of the Office of the Surveyor of the District of Columbia.

together with all the improvements in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of the part 1es of the first part, of, in, to, or out of the said land and premises.

**In and Upon the Trusts. Nevertheless,** hereinafter described; that is to say: IN TRUST to permit said parties of the first part or assigns, to use and occupy the said described land and premises, and the rents, issues and profits thereof, to take, have, and apply to and for their sole use and benefit, until default be made in the payment of the said note hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost, tax, or expense in and about the same as herein provided.

**And,** upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, counsel fees, charges, commissions, half-commissions and expenses, at any time before the sale herein provided for to release and reconvey the said described premises unto the said parties of the first part or assigns, at their cost.

**And Upon This Further Trust,** upon any default or failure being made in the payment of said note or any installment of principal or interest thereon, or upon default in payment, on demand, of any sum or sums advanced by the holder or holders of said note on account of any costs, counsel fees and expenses of this Trust, or on account of any such tax or assessment, or insurance or expense of litigation, or an account of any lien, Deed of Trust or Mortgage on said land and premises, prior in lien to this Trust, with interest thereon at six per centum per annum from date of advance (it being hereby agreed that on default in payment of said costs, expenses, tax or assessment, or insurance, or expense of litigation, or such prior lien, Deed of Trust or Mortgage as aforesaid, the same may be paid by the holder or holders of said note and all sums advanced in so doing, with interests as aforesaid, shall forthwith attach as a lien hereunder and be demandable at any time); then, upon any and every such default so made as aforesaid, the said part 1es of the second part or the survivor of them

or the trustee acting in the execution of this trust shall have the power and it shall be their or his duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time

and place, and after such previous public advertisement as the part 1es of the second part or the survivor of them or the trustee acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost, of the purchaser, or purchasers thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale or sales: FIRSTLY, to pay all proper costs, charges, and expenses, including all counsel fees and costs herein provided for, and all moneys advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of 5 per centum on the amount of the said sale or sales; SECONDLY, to pay whatever may then remain unpaid of said note whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, LASTLY, to pay the remainder of said proceeds, if any there be, to said parties of the 1st part or assigns, upon the delivery and surrender to the purchaser, his, her or their heirs or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

And, said parties of the first part do hereby agree at their own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid to keep the said improvements insured against loss by fire in the full sum of and windstorm in full sum of \$13,500.00 dollars, in the name and to the satisfaction of the parties of the second part, or substituted trustee, in such fire insurance company or companies as the said part 1es of the second part may select, who shall apply whatever may be received therefrom (whether by return short rate unearned premiums after foreclosure or otherwise) to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied; and also to pay all taxes and assessments, both general and special, that may be assessed against, or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or to pay taxes and assessments, any party hereby secured may have said improvements insured and pay said taxes and assessments, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six per centum per annum from the time of such payment.

And, it is further agreed that if the said property shall be advertised for sale, as herein provided, and not sold, the trustee or trustees acting shall be entitled to one-half the commission above provided, to be computed on the amount of the debt hereby secured.

And, the said part 1es of the first part covenant that they will warrant specially the land and premises hereby conveyed, and that they will execute such further assurances of said land as may be requisite or necessary.

In Witness Whereof, the said part 1es of the first part have hereunto set their hands and seals on the day and year first hereinbefore written.

Signed, sealed and delivered in the presence of—

Margaret Hastings  
As to both

Henry G. Bartosh (SEAL)

Ella H. Bartosh (SEAL)

\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)

8786 57

United States of America

District of Columbia; to wit:

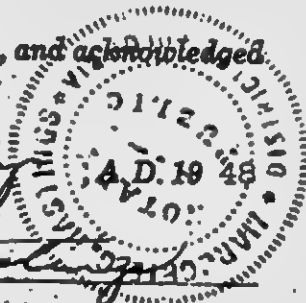
*J. Margie Hastings* Notary Public in and for  
the District of Columbia, DO HEREBY CERTIFY that HENRY G. BARTSCH and ELSA N.  
BARTSCH,

parties to a certain Deed bearing date on the *7th* day of *July*  
A. D. 19 *48*, and hereunto annexed, personally appeared before me, in said District, the said  
HENRY G. BARTSCH and ELSA N. BARTSCH,

being personally well known to me as the person who executed the said Deed, and acknowledged  
the same to be their act and deed.

Given under my hand and seal this *7th* day of *July*

*J. Margie Hastings*



Deed of Trust  
27640

HENRY G. BARTSCH

ELSA N. BARTSCH

TO

LEO A. WALSH

BART J. WALSH

Trustee

Received for Record on the \_\_\_\_\_ day

of \_\_\_\_\_, A. D. 19 \_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in Liber

No. *8786* at Folio *54*, one of

the Land Records for the District of Columbia, and

examined by

*Marshall P. S. H. H. H.*

Mail To:

Leo A. Walsh,  
1115 Eye Street, N.W.  
Washington, D. C.

Made and Sold by Law Reporter Pub. Co., 518 5th St., Wash., D. C.

*6/27/48*

*W. B. H.*

440

JUL-12-48 24940 A • 27640 -- 123

EXJA 20



DEFENDANT'S  
EXHIBITLaw Reporter Blank No. 413  
510 FIFTH ST. N.W., WASHINGTON, D.C.

ON LOT 19

District of Columbia

Leo A. Walshe

MONEY FOR AND SECURED BY 1st DEED OF TRUST  
Square 574, known as 126 C Street, N.W.

AND Bart J. Walshe,

TRUSTEES.

SUBJECT TO A FIRST TRUST FOR

AT % PLACED BY

PAID

\$13,500.00

P.J. WALSH, INC.

July 7, 1948

For Value Received I, HENRY G. BARTSCH,

promise to pay

to the order of ASSOCIATED SUFFICIANTS OF THE UNITED STATES

the sum of

THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$13,500.00)

DOLLARS,

with interest until paid at the rate of Five per centum per annum.

Said principal and interest payable in monthly installments of One Hundred and Two and 00/100 (\$102.00)

DOLLARS (with

the privilege of making larger payments in any amount), on the 7 day of each and every month after date, until paid; each installment when so paid to be applied, first, to the payment of the interest on the amount of principal remaining unpaid, and the balance thereof credited to the principal.

And it is expressly agreed that if default be made in the payment of any one of the aforesaid installments when and as the same shall become due and payable, then and in that event, the unpaid balance of the aforesaid principal sum and accrued interest shall at the option of the holder hereof at once become and be due and payable.

This is to certify that this is  
the note described in a Deed of Trust to the  
Trustees named herein, and bearing even date  
herewith. Said Deed of Trust and note having  
been executed in my presence.

Notary Public.

PAID

P.J. WALSH, INC.

Address 1716-V. S.E. (20)

## PAYMENTS ON ACCOUNT OF ABOVE NOTE AND INTEREST, ARE ACKNOWLEDGED AS FOLLOWS:

Date of Payment	Interest Due	To Principal	Balance Principal	Date of Payment	Interest Due	To Principal	Balance Principal
1948				1950			
8 7	56 25	45 75	13451 25	11 7	51 65	50 55	12347 66
9 7	56 06	45 94	13408 31	12 7	51 45	50 55	12297 11
10 7	55 87	46 13	13362 18	1 7	51 25	50 55	12246 56
11 7	55 68	46 32	13315 86	2 7	51 05	50 55	12195 51
12 7	55 48	46 52	13269 34	3 7	50 85	50 55	12144 46
1 7	55 29	46 71	13222 63	4 7	50 65	50 55	12093 41
2 7	55 09	46 91	13175 72	5 7	50 45	50 55	12042 36
3 7	54 90	47 10	13128 62	6 7	50 25	50 55	11991 31
4 7	54 70	47 30	13081 32	7 7	50 05	50 55	11940 26
5 7	54 50	47 50	13033 82	8 7	49 85	50 55	11889 21
6 7	54 30	47 70	12986 72	9 7	49 65	50 55	11838 16
7 7	54 10	47 90	12938 82	10 7	49 45	50 55	11787 11
8 7	53 90	48 10	12890 72	11 7	49 25	50 55	11736 06
9 7	53 70	48 30	12841 82	12 7	49 05	50 55	11685 01
10 7	106 80		12841 82	1 7	48 85	50 55	11633 96
1 7	107 -		12841 82	2 7	48 65	50 55	11582 91
2 7	53 50	48 50	12793 32	3 7	48 45	50 55	11531 86
3 7	53 30	48 70	12744 62	4 7	48 25	50 55	11480 81
4 7	53 11	48 84	12695 78	5 7	48 05	50 55	11429 76
5 7	52 94	49 11	12646 67	6 7	47 85	50 55	11378 71
6 7	52 69	49 31	12597 36	7 7	47 65	50 55	11327 66
7 7	52 48	49 51	12547 85	8 7	47 45	50 55	11276 61
8 7	52 28	49 71	12498 14	9 7	47 25	50 55	11225 56
9 7	52 07	49 93	12448 21	10 7	47 05	50 55	11174 51
10 7	51 87	50 13	12398 08	11 7	46 85	50 55	11123 46

Defendants, Exhibit 6

Ex JA 21

# Repd of Trust Note (INSTALLMENT)

**PAID**  
4/13/61

P. J. WALSH, INC.

Payable per month on the day

Interest at 9%, to be deducted out of each monthly payment and balance thereof applied to principal.

**PAID**  
4/13/61

P. J. WALSH, INC. ORDER OF  
P. J. WALSH, INC.

Without Recourse to

THE ASSOCIATED SUPPLIERS OF THE UNITED STATES

Made and Sold by Law Reporter Pub. Co., 515 15th St., Wash. D. C.

*Thomas J. Walsh*  
Vice President

PAYMENTS ON ACCOUNT OF ABOVE NOTE AND INTEREST, ARE ACKNOWLEDGED AS FOLLOWS:

Date of Payment	Interest Due	To Principal	Balance Principal Due	Date of Payment	Interest Due	To Principal	Balance Principal Due
1954				1955			
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GIVEN FOR ON LOT 19 AND SECURED BY 1st DEED OF TRUST  
District of Columbia 574, known as 126 C Street, N. W.  
Leo A. Walshe AND Bart J. Walshe TRUSTEES  
 SUBJECT TO A FIRST TRUST FOR P. J. WALSHE, INC. DATED July 7, 1948  
 AT Washington, D. C. % PLACED BY P. J. WALSHE, INC.  
\$13,500.00 July 7, 1948  
For Balne Herrturd I, HENRY G. BARTSCH promise to pay  
 to the order of Associated Sulpicians of the United States the sum of  
THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$13,500.00) DOLLARS,  
 with interest until paid at the rate of Five per centum per annum.  
 Said principal and interest payable in monthly installments of One Hundred and Two and  
00/100 (\$102.00) DOLLARS (with  
 the privilege of making larger payments in any amount  
 ), on the 7th day of each and  
 every month after date, until paid; each installment, when so paid, to be applied: first, to the payment of  
 the interest on the amount of principal remaining unpaid, and the balance thereof credited to the principal.  
 And it is expressly agreed that if default be made in the payment of any one of the aforesaid install-  
 ments when and as the same shall become due and payable, then and in that event, the unpaid balance of  
 the aforesaid principal sum and accrued interest shall at the option of the holder hereof at once become  
 and be due and payable.

This is to certify that this is  
 the note described in a Deed of Trust to the  
 Trustees named herein, and bearing even date  
 herewith. Said Deed of Trust and note having  
 been executed in presence.

**PAID**  
4/13/64  
P. J. WALSHE, INC.  
W. N.

Address \_\_\_\_\_

Retain this note after payment that the Trustees may be satisfied as to its cancellation when a release is desired.

PAYMENTS ON ACCOUNT OF ABOVE NOTE, AND INTEREST, ARE ACKNOWLEDGED AS FOLLOWS:

Date of Payment	Interest Due	To Principal	Balance Principal Due	Date of Payment	Interest Due	To Principal	Balance Principal Due
1942				19			
<i>Balance brought forward</i>			2744 22				
8 7	11 06	90 94	2655 96				
9 7	11 06	90 94	2564 92				
10 7	11 06	90 94	2473 98				
11 7	11 06	90 94	2383 04				
12 7	11 06	90 94	2292 10				
1963 1 7	9 54	92 46	2199 64				
2 7	9 16	92 84	2106 80				
3 7	9 16	92 84	2013 96				
4 7	9 16	92 84	1921 12				
5 7	9 16	92 84	1828 28				
6 7	7 61	94 39	1733 89				
7 7	7 61	94 39	1639 50				
8 7	6 83	95 17	1544 33				
1964 4 13	49 56	1,544 33					

**PAID**  
4/13/64  
P. J. WALSHE, INC.  
W. N.

Defendants' Exhibit 6 (continued)

Ex. JA 23

## INSTALLMENT

**PAYED**

**P.J. WALSH, INC.**

10

**Payable.....per month on the 1st**

Interest at \_\_\_\_\_ % to be deducted out of each monthly payment and balance thereof applied to principal.

# PAID

**P. J. RAISER, INC.**

2

**The Washington Law Reporter Company  
Columbia Building, Washington 4, D. C.**

PAYMENTS ON ACCOUNT OF ABOVE NOTE, AND INTEREST, ARE ACKNOWLEDGED AS FOLLOWS:

[illegible]

Defendants' Exhibit 6 (continued)

**Ex.JA 24**

[illegible][illegible]

DEFENDANT'S  
EXHIBIT  
#8

Received this 31<sup>st</sup> day of July 1948, from P. J. Walshe, Inc.,  
promissory note of Henry G. Bartsch dated July 7th, 1948 in the amount  
of \$13,500.00, payable to the order of the Associated Sulpicians of the  
United States, with interest until paid at the rate of (5%) Five per centum  
per annum; said principal and interest payable in monthly installments of  
One Hundred Two and 00/100 (\$102.00) Dollars, with the privilege of making  
larger payments in any amount on the 7th day of each and every month after  
date, until paid; each installment when so paid to be applied, first, to the  
payment of the interest on the amount of principal remaining unpaid, and the  
balance thereof credited to the principal; said note is secured by a first  
deed of trust conveying Lot 19 in Square 574, 126 C Street, N. W., District  
of Columbia, to Leo A. Walshe and Bart J. Walshe, Trustees.

S.B. #4  
Page #878

**PAID**  
4/13/64  
P.J. WALSH, INC.  
N.D.

THE ASSOCIATED SULPICIAN OF THE UNITED STATES

BY Paul N. Ryan **PAID**  
Provincial Treasurer 4/13/64  
P.J. WALSH, INC.  
N.D.

Date of Payment	Interest Due	Principal	Balance	Date of Payment	Interest Due	Principal	Balance
8/10/48 8/7	56.25	45.75	13.454 25	9/7/50 10/7	51.21	50.15	12.311 31
9/7/48 8/7	56.06	45.94	13.408 31	10/9/50 11/7	51.65	50.25	12.347 66
10/7/48 8/7	55.87	46.13	13.362 18	11/7/50 11/7	51.45	50.55	12.297 11
11/14/48 11/7	55.68	46.32	13.315 86	12/8/50 11/7	51.23	50.77	12.246 34
12/14/48 11/7	55.48	46.52	13.269 34	1/8/51 11/7	51.02	50.98	12.195 36
1/14/49 11/7	55.29	46.71	13.222 63	2/9/51 3/7	50.81	51.19	12.144 17
2/14/49 11/7	55.09	46.91	13.175 72	3/8/51 4/7	50.61	51.39	12.092 78
3/14/49 2/7	54.90	47.10	13.128 62	4/9/51 5/7	50.39	51.61	12.041 17
4/14/49 4/7	54.70	47.30	13.081 32	5/9/51 6/7	50.17	51.83	11.989 34
5/14/49 5/7	54.50	47.50	13.033 82	6/8/51 7/7	49.96	52.04	11.937 30
6/14/49 6/7	54.30	47.70	12.986 12	7/9/51 8/7	49.74	52.26	11.885 04
7/14/49 7/7	54.10	47.90	12.938 22	8/8/51 9/7	49.52	52.48	11.832 56
8/14/49 8/7	53.90	48.10	12.890 12	9/10/51 10/7	49.30	52.70	11.779 86
9/13/49 8/7	53.70	48.30	12.841 82	10/10/51 11/7	49.09	52.91	11.726 95
10/16/49 11/7	106.80	—	12.841 82	11/9/51 12/7	48.86	53.14	11.673 81
11/1/50 11/7	107.00	—	12.841 82	12/10/51 1/7	48.64	53.36	11.620 45
12/6/50 2/7	53.50	48.50	12.793 32	1/10/52 2/7	48.42	53.58	11.566 87
1/6/51 3/7	53.30	48.70	12.744 62	2/11/52 3/7	48.19	53.81	11.513 06
2/6/51 4/7	53.11	48.89	12.695 73	3/14/52 4/7	47.97	54.03	11.459 03
3/6/51 5/7	52.89	49.11	12.646 62	5/5/52 5/7	47.76	54.24	11.404 79
4/6/51 6/7	52.69	49.31	12.597 31	6/10/52 6/7	47.53	54.47	11.350 32
5/6/51 7/7	52.48	49.52	12.547 79	7/9/52 7/7	47.30	54.70	11.295 62
6/7/51 8/7	52.28	49.72	12.498 07	8/8/52 8/7	47.07	54.93	11.240 69
7/7/51 9/7	52.07	49.93	12.448 14	9/10/52 9/7	46.84	55.16	11.185 53

EX-127



Receiver of Mrs. Bartish  
 Mrs. George H. Overbroom  
 of May, on 4/1/54

**PAID**  
 4/1/54  
 P.J. WALSH, INC.  
 S. N. L.

#598 - L.B. #4

**PAID**  
 4/1/54  
 P.J. WALSH, INC.  
 S. N. L.

Mrs. Mary V. Bowles  
 4017 - 2nd St. N.E.  
 Sec. on: 126 E. St. N.W.  
 570

102.00 per mo.

Defendants' Exhibit 8 (continued)

Date of Payment To				Date of Payment To			
Interest	Principal	Balance		Interest	Principal	Balance	
10/20/52	10/7	46 61	55 39	11/22/54	11/7	40 54	61 46
1/19/53	11/7	46 38	55 62	12/22/54	12/7	40 28	61 72
2/19/53	11/7	46 15	55 85	1/20/55	1/7	40 02	61 98
3/19/53	1/7/53	45 91	56 09	4/18/55	2/7	39 77	62 23
3/19/53	2/7	45 68	56 32	4/18/55	3/7	39 50	62 50
3/19/53	3/7	45 44	56 56	4/18/55	4/7	39 25	62 75
6/23/53	4/7	45 21	56 79	7/22/55	5/7	38 98	63 02
6/23/53	5/7	44 97	57 03	7/22/55	6/7	38 71	63 29
6/23/53	6/7	44 73	57 27	7/22/55	7/7	38 45	63 55
10/4/53	7/7	44 49	57 51	8/26/55	8/7	38 19	63 81
10/9/53	8/7	44 25	57 75	9/30/55	9/7	37 93	64 07
11/9/53	9/7	44 01	57 99	1/9/56	10/5	37 65	64 35
2/2/54	10/7	43 77	58 23	1/17/56	11/5	37 39	64 61
2/2/54	11/7	43 54	58 46	1/17/56	12/5	37 39	64 61
2/2/54	12/7	43 28	58 72	1/17/56	1/5	37 39	64 61
2/2/54	1/7	43 04	58 96	4/23/56	2/7	36 58	65 42
2/16/54	2/7	42 79	59 21	4/23/56	3/7	36 58	65 42
3/17/54	3/7	42 54	59 46	4/23/56	4/7	36 58	65 42
4/29/54	4/7	42 31	59 69	7/16/56	5/7	35 76	66 24
5/24/54	5/7	42 05	59 95	7/16/56	6/7	35 76	66 24
6/21/54	6/7	41 80	60 20	7/16/56	7/7	35 76	66 24
7/21/54	7/7	41 55	60 45	10/15/56	8/7	34 93	67 07
8/18/54	8/7	41 30	60 70	10/15/56	9/7	34 93	67 07
9/20/54	9/7	41 04	60 96	10/15/56	10/7	34 37	67 63
10/19/54	10/7	40 79	61 21				

Ex. 1A 28



PAID  
4/13/64  
P.J. WALSH, JR.  
N.O.

William A. Miller  
314 E. 1st St.  
1440-24 Ave. St.  
(me 8-0624)

PAID  
4/13/64  
P.J. WALSH, JR.  
N.O.

Defendants' Exhibit 8 (continued)

#598 LB#4

102.00 per mo.

Mrs. Mary V. Brown

4017-21st St.

Sec. One: 124C Ave. N.W.

570

Butcher, Inc. 1476

Date of Payment to				Date of Payment to			
Interest	Principal	Balance		Interest	Principal	Balance	
1/7/57	4/7/57	34 09	67 91	8,115 94	1/7/59	27 28	74 72
1/8/57	1/7/56	33 81	68 19	8047 75	1/7/59	27 28	74 72
2/8/57	1/7/57	33 53	68 47	7979 28	3/7/59	26 35	75 65
4/8/57	2/7/57	33 25	68 75	7910 53	4/7/59	26 03	75 97
5/7/57	3/7/57	32 96	69 04	7841 49	5/7/59	25 72	76 28
6/7/57	4/7/57	32 67	69 33	7772 16	6/7/59	25 39	76 61
7/8/57	5/7/57	32 39	69 61	7702 55	7/7/59	25 39	76 61
8/6/57	6/7/57	32 10	69 90	7632 65	8/7/59	24 76	77 24
9/9/57	7/7/57	31 80	70 20	7562 45	9/7/59	24 43	77 57
9/9/57	8/7/57	31 80	70 20	7492 25	10/8/59	24 11	77 89
11/5/57	9/7/57	31 22	70 78	7418 41	11/9/59	23 79	78 21
12/9/57	10/7/57	30 91	71 09	7347 38	12/7/59	23 46	78 54
1/15/58	1/7/58	30 62	71 38	7276 00	1/8/60	23 13	78 87
2/19/58	2/7/58	30 31	71 69	7204 31	2/8/60	22 81	79 19
2/19/58	1/7/58	30 31	71 69	7132 62	3/8/60	22 47	79 53
2/19/58	2/7/58	30 31	71 69	7060 93	4/8/60	22 14	79 86
4/8/58	3/7/58	29 42	72 58	6988 35	5/7/60	21 80	80 20
6/9/58	1/7/58	29 11	70 92	6917 43	6/7/60	21 48	80 52
7/8/58	2/7/58	28 82	73 18	6844 25	7/7/60	21 14	80 86
8/17/58	4/7/58	28 52	73 48	6770 17	8/7/60	20 81	81 19
9/8/58	7/7/58	28 21	73 79	6696 98	9/6/60	20 47	81 53
10/7/58	8/7/58	27 89	74 11	6622 87	10/7/60	20 12	81 88
11/10/58	9/7/58	27 59	74 41	6548 46	11/1/60	19 80	82 20
1/5/59	10/7/58	27 28	74 72	6473 74	12/8/60	19 45	82 55

Ex 1A 29

**PAID**  
4/13/64  
R.J. WALSH, INC.  
N.Y.

#698 LB #4

102.00 per month 7 1/2 %

**PAID**  
4/13/64  
R.J. WALSH, INC.  
N.Y.

Mrs. Mary V. Bowes.  
4017 - 31st St. N.W.  
Sec. 126 C St. N.W.  
50%.

Re: Def. #1, To: 9/8/57

Date of Payment	To	Interest	Principal	Balance	Rate of Interest	Int.	Prin.	Bal. after Pmt.
8/10/60	11/1/60	-	-	4,585 35	17 1/2 %	11 06	90 94	2,564 92
1/9/61	1/1/61	19 10	82 90	4,502 45	17 1/2 %	11 06	90 94	2,473 98
2/7/61	2/1/61	18 76	83 21	4,419 21	17 1/2 %	11 06	90 94	2,383 04
2/20/61	1/7/61	18 42	83 58	4,335 63	17 1/2 %	11 06	90 94	2,292 10
2/20/61	2/7/61	18 42	83 58	4,252 05	17 1/2 %	9 54	92 46	2,199 64
2/20/61	3/7/61	17 72	84 28	4,167 77	17 1/2 %	9 16	92 84	2,106 80
2/20/61	4/7/61	17 37	84 63	4,083 14	17 1/2 %	9 16	92 84	2,013 96
2/20/61	5/7/61	17 01	104 99	3,978 15	17 1/2 %	9 16	92 84	1,921 12
5/9/61	6/7/61	16 57	95 43	3,882 72	17 1/2 %	9 16	92 84	1,828 28
6/7/61	7/7/61	16 17	85 83	3,796 89	17 1/2 %	7 61	94 39	1,733 89
7/10/61	8/7/61	15 81	86 19	3,710 70	17 1/2 %	7 61	94 39	1,639 52
8/8/61	9/7/61	15 46	86 54	3,624 16	17 1/2 %	6 83	95 17	1,544 73
9/8/61	10/7/61	15 10	86 90	3,537 26	17 1/2 %	49 56	1544	1,445 20
10/8/61	11/7/61	14 73	87 27	3,449 99	17 1/2 %	159 3.99		1,345 71
11/8/61	12/7/61	14 38	87 62	3,362 37				
12/7/61	1/7/62	14 01	87 99	3,274 38				
1/7/62	2/7/62	13 64	88 36	3,186 02				
2/7/62	3/7/62	13 64	88 36	3,097 66				
3/7/62	4/7/62	13 64	88 36	3,009 30				
4/7/62	5/7/62	13 64	88 36	2,920 94				
5/7/62	6/7/62	13 64	88 36	2,832 58				
6/7/62	7/7/62	13 64	88 36	2,744 22				
7/7/62	8/7/62	13 64	88 36	2,655 86				





Ex.JA 31

[Defendants' Exhibit 9(1)]

December 20, 1951

Mrs. Mary V. Bowes  
4017 21st Street, N.W.  
Washington, D.C.

[Mailed to 116 C Street, N.W.—new add.—Ins. file]

Dear Mrs. Bowes:

A recent publication of the Washington Daily News showed your property, Lot 19 in Square 574, being advertised for sale for non-payment of taxes amounting to \$111.59.

As we represent the note-holder of the first trust loan on this property, you are requested to pay these taxes immediately and to bring or mail the receipted bills to our office. After payment has been noted on our records, the vouchers will be returned to you.

Your failure to pay these taxes as they become due constitutes a default under the terms of the Deed of Trust securing the loan. Accordingly, failure to take care of this matter promptly will force the note-holder to take immediate action to protect his security.

Yours truly,

P. J. WALSHE, INC.

LAW:fh

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Ex.JA 32

[Defendants' Exhibit 9(2)]

February 19, 1952

Mrs. Mary V. Bowes  
116 C Street, N.W.  
Washington, D.C.

Dear Mrs. Bowes:

On December 20 last we advised you that 126 C Street was being advertised for sale for non-payment of taxes amounting to \$111.59. Please advise promptly whether you have paid such taxes and if so, send the receipted bills to us.

Yours truly,  
P. J. WALSHE, INC.

LAW:fh

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Ex.JA 33

[Defendants' Exhibit 9(3)]

May 23, 1952

Mrs. Mary V. Bowes  
116 C Street, N.W.  
Washington, D.C.

Dear Madam:

An examination of the records of the Tax Assessor for the District of Columbia shows that the taxes on 126 C Street, Northwest, are in arrears as follows:

Tax Sale 1/18/52 for entire year	
1951	\$117.27
First one-half of 1952	52.92
Second one-half of 1952	<u>49.98</u>
	\$220.27

We have the bills for these taxes. Please bring the money to our office promptly; we will then pay the bills and send the vouchers to you. If you do not pay said taxes on or before May 28, 1952, the holder of the first trust loan will pay same and proceed to protect himself under the terms of the deed of trust.

Please communicate with us promptly.

Yours truly,

Leo A. and Bart J. Walshe,  
Trustees

LAW/aeg

---

Unpaid Items on July 1, 1951

Other than this bill, indicated by check mark.

Real Estate. \_\_\_\_\_

Spec. Ass'm't. \_\_\_\_\_

DISTRICT OF COLUMBIA—OFFICE OF THE ASSESSOR

REAL ESTATE TAXES - FOR FISCAL YEAR

JULY 1, 1951 TO JUNE 30, 1952

Bill for first half, - Due in SEPTEMBER 1951

Penalty, - 1% each succeeding month.

1952  
First Half

SQUARE	LOT	VALUE OF LAND	VALUE OF IMPROVEMENTS	TOTAL VALUE	FIRST HALF		TAX FOR YEAR	
					DOLLARS	CTS.	DOLLARS	CTS.
574	19	2038	2520	4558	49	00	98	00

Dup. 5-19-52 rep *AL*

Henry G Bartsch  
126 C St NW - City 1

Pay Collector of Taxes, D. C., District Building, 14th & E Sts., N. W., presenting both coupons for the proper half-year. Enclose stamped, addressed envelope if receipt is desired.

Credit - 9003

% PENALTY

ADVERTISING

TOTAL

CS0662-3-42

*May*  
EXJA 34

← *3.92*

← *\$52.92*  
*AL Rep*

[Defendants' Exhibit 9(3)—continued]

1952

Second Half

## DISTRICT OF COLUMBIA—OFFICE OF THE ASSESSOR

REAL ESTATE TAXES - FOR FISCAL YEAR

JULY 1, 1951 TO JUNE 30, 1952

Bill for second half, - Due in MARCH 1952

Penalty, - 1% each succeeding month.

1952

Second Half

SQUARE	LOT	VALUE OF LAND	VALUE OF IMPROVEMENTS	TOTAL VALUE	SECOND HALF		TAX FOR YEAR	
					DOLLARS	CTS.	DOLLARS	CTS.
574	19	2038	2520	4558	49	00		

Dup, 5-19-52 rep *re*Henry G Bartsch  
126 C St NW - City 1Pay Collector of Taxes, D. C., District Building, 14th & E Sts., N. W., presenting both  
coupons for the proper half-year. Enclose stamped, addressed envelope if receipt is desired.

Credit - 9003

TOTAL

CHECKED BY: [illegible]

← <sup>8</sup>.98

% PENALTY

ADVERTISING

← \$49.98  
Ac Rep*may*  
EXJA 35

[Defendants' Exhibit 9(3)—continued]

Ex.JA 36

Defendants' Exhibit 9(3) cont'd

DEED OF TRUST from Henry G. Bartsch and wife, Elsa N. Bartsch, to Leo A. Walshe and Bart J. Walshe, Trustees, dated July 7, 1948 and recorded July 12, 1948 in Liber 8786 at folio 54 among the Land Records of the District of Columbia, securing Associated Sulpicians of the United States, \$13,500.00, one note of even date.

† † †

TAX SALE recorded 1952, District of Columbia to Walter R. Hardisty, Lot 19 in Square 574. Assessed to Henry G. Bartsch.

† † †

Civil Action No. 2689-48, Elsa H. Bartsch versus Henry G. Bartsch, October 21, 1948, Order to pay Wm. R. Lichtenberg Attorney's fee of \$500.00 and judgment for absolute divorce, defendant to pay costs, Wm. J. Chisholm for plaintiff. November 4, 1949, Order for defendant to pay attorney's fee of \$200.00 to Wm. J. Chisholm. May 22, 1950, judgment versus defendant to pay \$75.00 attorney's fee to Francis W. Taylor, August 15, 1951, judgment for divorce, defendant to pay alimony of \$150.00 a month from October 15, 1948 and \$500.00 attorney's fee and costs.

† † †

Civil Action No. 5008-48, Henry G. Bartsch versus Elsa M. Bartsch, et al. January 18, 1949, judgment of this date vacated February 25, 1949. March 18, 1949, Order striking complaint versus Elsa M. Bartsch, et al with leave to amend. No costs. May 24, 1949, amended complaint versus Elsa M. Bartsch, et al, dismissed with costs versus plaintiff.

† † †

Civil Action No. 301-51, Henry G. Bartsch versus James J. Laughlin. February 26, 1951, complaint for Civil Rights versus defendant. March 8, 1951, dismissed, cost versus plaintiff.

† † †

Ex.JA 37

[Notations in handwriting as follows:]

*Red Circle-maybe Mrs. Mary V. Bowes (illegible) 7297  
116 C St., N.W.*

*5/5/52 - 5/7 11,404.79 was 13,500 6/7/48*

*Lu 598*

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[Defendants' Exhibit 9(4)]

[Receipt for Certified Mail]

December 16, 1963

Mr. Henry G. Bartsch  
931 G Street, N.W.

Mrs. Mary V. Bowes  
4017-21st Street, N.E.  
Washington, D.C.

Dear Sir and Madam:

The Washington Daily News of December 14, 1963, published a notice of the sale of Lot 19, Square 574, 126 C Street, N.W., for delinquent taxes amounting to \$196.49.

In behalf of the holder of the loan on said property, we request you to pay ALL of the arrears of taxes (the amount advertised and any other arrears) immediately and send the receipted bills to this office for verification.

If you fail to pay ALL such taxes within 10 days from date hereof, the note holder will pay same and proceed to protect his investments as provided in the deed of trust.

Prompt attention to this matter will save you additional expense.

Yours truly,

P. J. WALSHE, INC.

Ex.JA 38

LAW:wd

Certified Mail No. 521079—Return Receipt Requested  
(Mr. Bartsch)

Certified Mail No. 521077—Return Receipt Requested  
(Mrs. Bowes)

cc: Mr. J. Wall & Rev. Theodore M. Hemelt

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[Defendants' Exhibit 9(5)]

[Insurance Paid to 6/29/54]

June 19, 1953

Mrs. Mary V. Bowes  
116 C Street, N.W.  
Washington, D.C.

Dear Mrs. Bowes:

The holder of the First Deed of Trust secured on 126 C Street, Northwest, has instructed us to proceed with foreclosure unless the overdue installments are paid without further delay.

Your loan is in default as the installments due April 7, May 7 and June 7 have not been paid.

Please be advised that we shall proceed with foreclosure on Tuesday, June 23, 1953, unless all three (3) overdue installments are paid before that date. Nothing less than the three (3) overdue installments will be accepted.

Yours very truly,

Leo A. Walshe  
Bart J. Walshe  
Trustees

LAW:dmk

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Ex.JA 39

[Defendants' Exhibit 9(6)]

January 19, 1954

Mrs. Mary V. Bowes  
116 C Street, N.W.  
Washington, D.C.

Dear Madam:

The First Trust Loan on 126 C Street, Northwest, is now 4 months in arrears as the installments due October 7, November 7, December 7 and January 7 have not been paid.

You are advised that foreclosure proceedings will be started on January 29, 1954, unless all overdue installments plus the sum of \$10.00 expenses for the undersigned Trustees are paid before that date.

The overdue installments and the \$10.00 expense charge amount to \$418.00. Nothing less than that total sum will be accepted from you.

Yours truly,  
Leo A. Walshe, Trustee  
Bart J. Walshe, Trustee

LAW/BJW:dab

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Ex.JA 40

[Defendants' Exhibit 9(7)]

January 20, 1954

Mr. Henry G. Bartsch  
126 C Street, N.W.  
Washington, D.C.

Dear Sir:

Enclosed you will find letter addressed to Mary V. Bowes under date of January 19, 1954 advising that the First Trust Loan on 126 C Street, Northwest is 4 months in arrears and that unless all 4 months plus \$10.00 be paid before January 29, 1954, foreclosure proceedings will be started on that date.

Yours truly,  
Leo A. Walshe and  
Bart J. Walshe, Trustees

LAW:dab  
Enclosure

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Ex.JA 41

[Defendants' Exhibit 9(8)]

July 15, 1955

Mr. Henry G. Bartsch  
126 C St., N.W.

Mrs. Mary V. Bowes,  
4017-21st St., N.E.  
Washington, D.C.

Dear Sir and Madam:

The First Trust loan on 126 C Street, Northwest, is now 3 months in arrears as the installments due May 7, June 7, and July 7 have not been paid.

At the request of the holder of the note foreclosure proceedings will be started on July 22, 1955 unless all over-due installments, plus the sum of \$10.00 expenses for the undersigned trustees, are paid before that date.

The 3 over-due installments and the \$10.00 expense charge amount to \$316.00. Nothing less than that total sum will be accepted from you.

Yours truly,  
Leo A. Walshe  
Bart J. Walshe  
Trustees

LAW:dmw  
No. 598

---

Ex.JA 42

[Defendants' Exhibit 9(9)]

January 10, 1956

Mr. Henry G. Bartsch  
126 C St., N.W.

Mrs. Mary V. Bowes  
4017-21st St., N.E.  
Washington, D.C.

Dear Sir and Madam:

The First Trust loan on 126 C Street, Northwest, is now 3 months in arrears as the installments due November 7, 1955, December 7, 1955 and January 7, 1956 have not been paid.

At the request of the holder of the note foreclosure proceedings will be started on January 17, 1956 unless all over-due installments, plus the sum of \$10.00 expenses for the trustees names are paid before that date.

The 3 over-due installments and the \$10.00 expense charge amount to \$316.00. Nothing less than that total sum will be accepted from you.

Yours truly,

Leo A. Walshe  
Bart J. Walshe, Trustees

LAW:jsb  
No. 598

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Ex.JA 43

[Defendants' Exhibit 9(10)]

April 17, 1956

Mrs. Mary V. Bowes  
4017-21st Street, N.E.  
Washington, D.C.

Dear Madam:

The first trust loan secured on 126 C Street, Northwest is again in default as the installments due February 7 March 7 and April 7 have not been paid. The holder of said loan has requested us to foreclose and we shall proceed to do so on April 23, 1956 unless you pay to us before that date the following:

Installment due 2/7/56	\$102.00
Installment due 3/7/56	102.00
Installment due 4/7/56	102.00
Note holder's collection ex- penses to date	<u>10.00</u>
Total	\$316.00

Nothing less than the said total sum of \$316.00 will be accepted from you.

Yours truly,  
Leo A. Walshe  
Bart J. Walshe, Trustees

LAW:jsb  
cc: Henry G. Bartsch  
126 C St., N.W.

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Ex.JA 44

[Defendants' Exhibit 9(11)]

July 11, 1956

Mrs. Mary V. Bowes  
4017-21st Street, N.E.  
Washington, D.C.

Dear Madam:

The first trust loan secured on 126 "C" Street, N.W., is again in default as the installments due May 7, June 7 and July 7, have not been paid.

The holder of said loan has requested us to foreclose and we shall proceed to do so on July 16, 1956 unless you pay to us before that date the following:

Installment due 5-7-56	\$102.00
Installment due 6-7-56	102.00
Installment due 7-7-56	102.00
Note holder's collection expense	<u>10.00</u>
Total	\$316.00

Nothing less than the total sum of \$316.00 will be accepted from you.

Yours truly,

Leo A. Walshe, Trustee  
Bart J. Walshe, Trustee

LAW:mer  
Ln. No. 598  
cc to Henry G. Bartsch  
126 C St., N.W., D.C.

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Ex.JA 45

[Defendants' Exhibit 9(12)]

October 8, 1956

Mr. Henry C. Bartsch  
126 C Street, N.W.

Mrs. Mary V. Bowes  
4017-21st Street, N.E.  
Washington, D.C.

Dear Sir and Madam:

The first trust loan on 126 C Street, N.W. is again in arrears as the installments due August 7, September 7 and October 7, 1956 have not been paid.

At the request of the holder of the note, foreclosure proceedings will be started on October 15, 1956 unless the following items are paid before that date:

Installment due 8/7/56	\$102.00
Installment due 9/7/56	102.00
Installment due 10/7/56	102.00
Note holder's expenses to date	<u>10.00</u>
Total	\$316.00

Nothing less than the total sum of \$316.00 will be acceptable from you.

Yours truly,

Leo A. Walshe  
Bart J. Walshe, Trustees

LAW/ml  
No. 598

[Handwritten notation: *Rec'd check, \$316.00 10/15/56*  
*McD.*]

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Ex.JA 46

[Defendants' Exhibit 9(13)]

December 17, 1958

Mrs. Mary V. Bowes  
4017 21st Street, N.E.

Mr. Henry G. Bartsch  
126 C Street, N.W.  
Washington, D.C.

Dear Sir and Madam:

The first trust loan secured on 126 C Street, N.W. is again in default, as the installments due October 7, November 7 and December 7, 1958 have not been paid.

In behalf of the holder of the note, I advise that foreclosure proceedings will be started on January 2, 1959 unless you pay, before that date, to note holder's Agent, P.J. Walshe, Inc., the following:

Installment due 10/7/58	\$102.00
Installment due 11/7/58	102.00
Installment due 12/7/58	102.00
Note Holder's Collection Expense to date	<u>5.00</u>
Total	\$311.00

Nothing less than the total sum of \$311.00 will be accepted from you.

Yours very truly,  
P.J. Walshe, Inc.

LAW/ml

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Ex.JA 47

[Defendants' Exhibit 9(14)]

March 9, 1959

Mr. Henry G. Bartsch  
126 C Street, N.W.

Mrs. Mary V. Bowes  
4017 21st Street, N.E.  
Washington, D.C.

Dear Sir and Madam:

This morning we received your one payment of \$102.00 on account of your loan covering the installment due January 2, 1959 and leaving the unpaid balance of \$6,248.65. You are still two months in arrears for installments due February 7 and March 7, 1959.

Recent inquiry at the office of the Tax Assessor revealed that you have not paid taxes for year 1958 and that the property was sold for delinquent taxes in January, 1959. In order to protect his security, the holder of the first trust loan has advanced the necessary funds to cover the redemption of the tax sale for all of 1958 in the amount of \$122.37.

Demand is hereby made upon you for immediate payment of the following items:

Installment due 2/7/59	\$102.00
Installment due 3/7/59	102.00
Redemption of tax sale	122.37
Note Holder's Collection	
Expense to date	<u>5.00</u>
	\$331.37

Ex.JA 48

Please be advised that foreclosure proceedings will be started on April 3, 1959 unless you pay at least one (1) installment, the arrears of taxes and collection expense before that date.

Yours truly,

Leo A. Walshe and

Bart J. Walshe, Trustees

LAW/ml

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Ex.JA 49

[Defendants' Exhibit 9(15)]

February 6, 1959

Mr. Henry Bartsch  
126 C Street, N.W.  
Washington, D.C.

Dear Mr. Bartsch:

Under date of December 11, 1958 we wrote you concerning the advertised sale of 126 C Street, N.W. for delinquent taxes in the amount of \$119.77. You were requested to pay the taxes and send the receipt to this office for verification. We have not heard from you. If you have paid such taxes, please send such voucher to us. Upon examining same, we shall return it to you.

In the event you have not paid taxes for year 1958 or 1959, we have instructions from the holder of the note to pay same, to make demand upon you for reimbursement and, upon your failure to do so, to foreclose. Your attention to this matter will save you considerable money.

Yours truly,  
P.J. Walshe, Inc.

LAW/ml

[Handwritten notation as follows:]

Tax Sale 1/16/59	119.77
2% Penalty	2.40
Recording	<u>.20</u>
	122.37 Due
7/1/58-6/30/59	<u>107.46</u> Due
	229.83

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Ex.JA 50

[Defendants' Exhibit 9(16)]

October 6, 1960

Mr. Henry G. Bartsch  
126 C Street, N.W.

Mrs. Mary V. Bowes  
4017 21st Street, N.E.  
Washington, D.C.

Dear Sir and Madam:

Please be advised that the first trust loan is now in default to such an extent that the first trust noteholder has requested us to foreclose.

As of October 7, 1960 there will be three (3) installments due of \$102.00 each. In addition to such installments, the noteholder has had to advance the sum of \$56.57 to pay the cost of fire and extended coverage insurance protecting you and himself. This insurance, as you know from three bills previously mailed to you, was due June 29, 1960.

Foreclosure proceedings will be started on October 13th unless you pay to this office before that date the three overdue installments, the insurance and collection expenses, making a total of \$367.57. No lesser sum will be accepted from you.

Very truly yours,

P.J. Walshe, Inc.

LAW/ml

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Ex.JA 51

[Defendants' Exhibit 9(17)]

[ Defendants' Exhibit 9(17)]

October 7, 1960

Mr. Henry G. Bartsch  
~~126 C Street, N.W.~~ 931 G Street, N.W.

Mrs. Mary V. Bowes  
4017 21st Street, N.E.  
Washington, D.C.

Dear Sir and Madam:

This morning we received from Mrs. Bowes a check for \$102.00 covering the installment due August 7, 1960. The Note, of course, is still in default as the installments of September 7 and October 7 have not been paid and the premium on the insurance policy protecting you and the noteholder has not been paid. You were first billed for the insurance premium on May 14, 1960 and, since that time, two additional bills have been sent to you. As you did not pay for this insurance, the noteholder has been forced to do so and, in his behalf, we now make demand upon you for immediate reimbursement for that insurance premium of \$56.57.

In view of the continuing problems connected with this loan, the noteholder has decided that he wants it brought up to date or paid off. Again you are advised that foreclosure proceedings will be started unless you pay to this office on or before October 17 the two overdue installments and the insurance premium of \$56.57.

Yours very truly,

P.J. Walshe, Inc.

LAW/ml

[1 payt. received 11/1/60, ML]

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Ex.JA 52

[Defendants' Exhibit 9(18)]

January 28, 1963

Mr. Henry G. Bartsch  
931 G Street, N.W.

Mrs. Mary V. Bowes  
4017-21st Street, N.E.  
Washington, D.C.

Dear Sir and Madam:

Your attention is called to the fact that the first trust loan secured on 126 C Street, N.W., is still in default for the following reasons:

- (1) The loan installment of \$102.00 due January 7, 1963 has not been paid.
- (2) The note holder has advanced \$204.06 to redeem the property from tax sale for all of 1962 taxes, which item was paid January 25, 1963.
- (3) The note holder has advanced \$131.98 for the payment of the first half of 1963 taxes due in September of 1962. This item was paid January 25, 1963.

You are requested to reimburse the note holder immediately by paying to this office the overdue loan installment of \$102.00, the amount advanced for 1962 taxes, \$204.06, and the amount advanced for the first half of 1963 taxes, \$131.98.

If the note has not been brought up-to-date and the note holder reimbursed for the amounts so advanced for overdue taxes, on or before February 15, 1963, we shall be forced to institute foreclosure proceedings.

Your attention is further called to the fact that the security for this loan has been further jeopardized by the apparent abandonment of the property. The building is wide open in the rear and filled with all sorts of trash and refuse.

Ex.JA 53

Yours truly,

P. J. Walshe, Inc.

LAW:wd

Bartsch—Certified No. 521107—Mrs. Bowes—Certified No.  
521108, Return Receipt Requested

SQUARE	PARCEL	LOT	TOTAL TAX
274		10	2.11.30
TOTAL VALUE		FIRST INSTALLMENT	
1.152		126.90	
1963		Jan	4% 5.08
1st Half		TOTAL	
DUE SEPT. 1962		1m	131.98
GOVERNMENT OF THE DISTRICT OF COLUMBIA <b>REAL ESTATE TAX BILL</b> AND ASSESSMENT NOTICE			
HENRY G. BARTSCH			
CARE MARY V BOWES			
4017 21ST ST NE			
WASH DC			

THIS BILL IS FOR PERIOD FROM JULY 1, 1962 TO JUNE 30, 1963.

FIRST INSTALLMENT MUST BE PAID IN SEPT 1962

MAKE REMITTANCE PAYABLE TO D.C. TREASURER

Form A-5  
PAY CASH, CERTIFIED CHECK OR  
MONEY ORDER WILL BE ACCEPTED  
PAYMENT OF THIS ACCOUNT

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
FINANCE OFFICE  
PROPERTY TAX DIVISION

REDEMPTION FROM SALE FOR TAXES  
D. C. TREASURER'S COUPON

1962 All D. C. TREASURER

Square 574 Lot 19

Bill made by VA Compared by

Redeemable within two years from date of sale at the  
Finance Office, D. C., Treasury Division, Municipal  
Center, Washington 1, D. C.

Assessed to Henry G. Bartsch

Sold to Boyd J. Outman

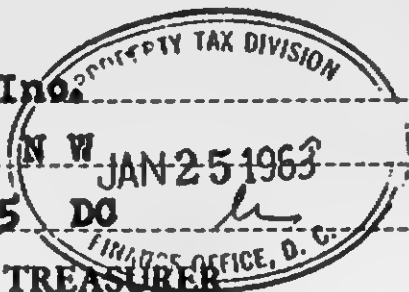
Date of Sale 1/11/63

P. J. Walsh Inc.

1115 Eye St N W

Washington 5 DC

PAY TO THE D. C. TREASURER



1C-2

For the amount of  
Interest at 1% per  
month or part there-  
of from date of sale 1%

Recording

Total 1m

Credit: 9926 Washington Redemption Fund.  
Principal—Interest

\$ 201	84
2	02
	20
	06
\$ 204	

2000

141 2-015  
JAN 25 1963  
D. C. Treasurer

PAID  
JAN 25 1963

EXJA 54



Received Jan 25, 1963  
from Mary V Bowes  
Two Hundred Ten &  $\frac{14}{100}$  Dollars



210.14

posted to  
M. Hemelt's  
J. J. Carver's a/c  
credit.

P. J. Walsh

EXJA 55

[Defendants' Exhibit 9(18)—continued]

January 11, 1963

Mr. Henry G. Bartsch  
931 G Street, N.W.

Mrs. Mary V. Bowes  
4017 21st Street, N.E.  
Washington, D.C.

Dear Sir and Madam:

Your attention is called to the fact that the first trust loan secured on 126 C Street, N.W., is in default for the following reasons:

- (1) The loan installment of \$102.00 due January 7, 1963 has not been paid.
- (2) The taxes for all of years of 1961, 1962 and first first half of 1963 have not been paid.
- (3) The note holder has advanced \$210.14 for the payment of the taxes for all of year of 1961, which item we paid today. [handwritten notation: ] *Recd 1/25/63*

You are requested to reimburse the note holder immediately by paying to this office the sum of \$210.14, so advanced for taxes, plus the overdue loan installment.

If these items are not paid before January 18, 1963, we shall institute foreclosure proceedings.

The note holder has also requested us to procure bills for arrears of taxes for 1962 and first half of 1963. Upon receipt of these bills the note holder will advance the money to pay them and make further demand upon you for reimbursement.

Yours very truly,  
P. J. Walse, Inc.

LAW:wd

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Ex.JA 57

[Defendants' Exhibit 9(19)]

March 8, 1963

Mr. Henry G. Bartsch  
931 G Street, N.W.

Mrs. Mary V. Bowes  
4017-21st Street, N.E.  
Washington, D.C.

Dear Sir and Madam:

Receipt is acknowledged of the check of Mary V. Bowes for \$102.00 payable to this office and delivered in hand by Mr. Bartsch yesterday. This payment covered the installment due January 7, 1963. After applying this installment to the loan, the unpaid balance is \$2,199.64.

Your attention is called to the fact that the loan is still in serious default for the following reasons:

(1) Amount due for two installments of February 7 and March 7, 1963	\$204.00
(2) Amount due for sum advanced by note holder to redeem tax sale for all of 1962 taxes,	204.06
(3) Amount due for sum advanced by note holder for first half of 1963 taxes,	<u>131.98</u>
Total amount due	\$540.04

Please be advised that foreclosure proceedings will be started on March 18, 1963, unless you pay to us before that date all of the arrears of loan payments and taxes amounting to \$540.04.

Ex.JA 58

Nothing less than the total sum of \$540.04 will be accepted from you.

Yours truly,  
[unsigned]

LAW: wd

cc: Rev. Theodore M. Hemelt

Bartsch—Cert. No. 521123 and Mrs. Bowes Cert. No. 521126

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[Defendants' Exhibit 9(20)]

April 8, 1955

Mr. Henry G. Bartsch  
126 C St., N.W.

Mrs. Mary V. Bowes  
4017—21st St., N.E.  
Washington, D.C.

Dear Sir and Madam:

The First Trust loan on 126 C Street, Northwest is now 3 months in arrears as the installments due February 7, March 7 and April 7 have not been paid.

At the request of the holder of the note foreclosure proceedings will be started on April 15, 1955 [handwritten notation: 7/22] unless all over-due installments, plus the sum of \$10.00 expenses for the under-signed trustees, are paid before that date.

The 3 over-due installments and the \$10.00 expense charge amount to \$316.00. Nothing less than that total sum will be accepted from you.

Yours truly,  
Leo A. Walshe  
Bart J. Walshe  
Trustees

LAW:jsb  
No. 598

Ex.JA 59

[Defendants. Exhibit 9(21)]

May 20, 1963

Mr. Henry G. Bartsch  
931 G Street, N.W.

Mrs. Mary V. Bowes  
4017 - 21st Street, N.E.  
Washington, D.C.

Dear Sir and Madam:

Supplementing our letter to you of March 8, 1963, we advise that the first trust loan secured on 126 C Street, N.W., is still in default because of the following listed installments and taxes have not been paid:

- |   |               |
|---|---------------|
| (1) Loan installments at \$102.00 due February 7, 1963, March 7, 1963, April 7, 1963 and May 7, 1963, | \$408.00      |
| (2) Amount due for sum advanced by note holder to redeem tax sale for all of 1962 taxes,              | 204.06        |
| (3) Amount due for sum advanced by note holder for first half of 1963 taxes,                          | <u>131.98</u> |

Total amount due     \$744.04

You are advised that foreclosure proceedings will be started on June 3, 1963, unless you pay to us before that date all of the arrears of loan payments and taxes amounting to \$744.04.

Yours truly,  
[Unsigned]

---

Trustee

Ex.JA 60

Received 6/3/63 from Mr. J. Wall cash in the amount of \$744.04 covering the above items.

P.J. Walshe, Inc.

[Handwritten notation:]

*H.D. Bal. due \$1,828.18*

*Pd to 5/7/63*

LAW:wd

cc: T.M. Hemelt

L No. 598

Certified Mail Nos. 521090 and 521091—Return Receipts Requested

[Handwritten notation:]

*Mr. J. Hall, 1952a Montana Ave., N.E., Wash., 2, D.C.  
is purchasing above prop. Tel. No. 8829100.*

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[ Defendants' Exhibit 9(22) ]

March 25, 1963

Mr. Henry G. Bartsch  
931 G Street, N.W.  
Washington, D.C.

In re: First Trust Loan  
126 C Street, N.W.

Dear Sir:

In reply to your letter of March 12, 1963, we advise as follows:

1. We have no knowledge of the present state of the health of Mary V. Bowes.
2. The actual and present holder of the note referred to in our letter is The Associated Sulpicians of the United States, the payee named in the note which you signed on July 7, 1948.
3. The payee is the present holder.

4. The note may be physically inspected at this office, but we will need 48 hours' notice to get it.
5. We were instructed to pay all of the arrears of taxes and start foreclosure proceedings on January 8, 1963, when we and the note holder were informed by the D.C. Assessor's office that the subject property had been sold for 1960 taxes and that a tax deed would be issued for same on January 13, 1963. An examination of the tax records revealed this to be the fact and also that the property had been sold for taxes for 1961, and the taxes for 1962 and first half of 1963 had not been paid.

The note contains an acceleration clause, providing that in the event of default the unpaid balance of the note and interest shall at the option of the holder at once become due and payable. In this instance, we are only demanding payment of the arrears.

We have no knowledge of records kept by Mrs. Bowes. Both you and she know that we keep a collection record on this note and both of you have examined it. Each time a payment is made, it is applied to interest and principal. This collection sheet is available to you for inspection at any time you wish to come to the office. Mrs. Bowes should have a note payment book which would show the actual breakdown of principal and interest, but though often requested to do so, she has failed to bring or send the book to the office so that it could be brought up-to-date.

We have no knowledge or information concerning offers made for the property.

Both you and Mrs. Bowes know how often this loan has been in default. The loan is in default at this time. We should like to have it brought up-to-date or paid off.

Yours truly,

Leo A. Walshe, Trustee  
Bart J. Walshe, Trustee

Ex.JA 62

LAW:wd

cc: Mrs. Mary V. Bowes

The Associated Sulpicians of U.S. with copy of Mr.  
Bartsch's letter of Mar. 12, 1963.

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[Defendants' Exhibit 9(23)]

July 12, 1963

Mr. Henry G. Bartsch  
931 G Street, N.W.

Mrs. Mary V. Bowes  
4017-21st Street, N.E.  
Washington, D.C.

Dear Sir and Madam:

Your attention is called to the fact that the first trust loan on 126 C Street, N.W., is again in arrears, as the installments due June 7 and July 7, 1963 have not been paid and also the insurance protecting the first trust loan has not been paid.

You are advised that foreclosure proceedings will be started on August 12, 1963, unless you pay to us before that date the following:

(1) Installment due June 7, 1963	\$102.00
(2) Installment due July 7, 1963	\$102.00
(3) Reimbursement to note holder for amount advanced to pay premium on fire and extended coverage in- surance policy,	<u>\$ 53.00</u>
Total amount due	\$257.00



Ex.JA 63

Nothing less than the total amount of \$257.00 will be accepted from you.

Yours Truly,

---

Trustee

---

Trustee

LAW:wd

cc: Mr. J. Wall, 1952 A Montana Ave., N.E., Wash., D.C.

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[Defendants' Exhibit 9(24)]

December 9, 1963

Mrs. Mary V. Bowes  
4017-21st Street, N.E.  
Washington, D.C.

Dear Mrs. Bowes:

Your attention is called to the fact that the first trust loan secured on 126 C Street, N.W., D.C., is again in arrears, as the installments due September 7, October 7, November 7 and December 7, 1963, have not been paid.

Foreclosure proceedings will be started on Monday, December 16, 1963, unless you pay to this office before that date the four overdue installments amounting to \$408.00.

Yours truly,

---

Trustee

---

Trustee

LAW:wd

cc: Messrs. Henry G. Bartsch and J. Wall

Ex.JA 64

[Defendants' Exhibit 9(25)]

January 14, 1964

Mr. Henry G. Bartsch  
931 G Street, N.W.

Mrs. Mary V. Bowes  
4017-21st Street, N.E.  
Washington, D.C.

Dear Sir and Madam:

On December 16, 1963 and January 7, 1964, we wrote to you under certified mail that the Washington Daily News of December 14, 1963, had published a notice of the sale of Lot 19, Square 574, 126 C Street, N.W., for delinquent taxes amounting to \$196.49.

In behalf of the holder of the loan on said property, we requested you to pay ALL of the arrears of taxes (the amount advertised and any other arrears) immediately and send the receipted bills to this office for verification. To date we have not heard from either of you concerning the payment of the delinquent taxes.

For your information, the property will be sold today, January 14, 1964, for the overdue taxes by the Tax Collector for the District of Columbia. We, therefore, urgently request that you immediately bring all payments of taxes up-to-date as well as the payments of principal and interest on the first trust loan. We cannot allow the payment of taxes and the payments on the loan to run further behind. You must, therefore, give these matters your immediate attention.

Your failure to do, as requested, will force us into foreclosure proceedings.

Yours truly,

P.J. Walshe, Inc.

BJW:wd

cc: Mr. J. Wall and Rev. Theodore M. Hemelt

Ex.JA 65

[Defendants' Exhibit 10b]

February 11, 1958

Mr. Henry C. Bartsch  
126 C Street, N.W.

Mrs. Mary B. Bowes  
4017-21st Street, N.E.  
Washington, D.C.

Dear Sir and Madam:

The first trust loan on 126 C Street, N.E., is again in arrears, as the installments due December 7, 1957, January 7, 1958 and February 7, 1958 have not been paid. In addition to such overdue loan installments, the taxes of \$58.96 for the year 1957 have not been paid.

At the request of the holder of the note, foreclosure proceedings will be started on February 18, 1958, unless the following items are paid before that date:

Installment due 12/7/57	\$102.00
Installment due 1/7/58	102.00
Installment due 2/7/58	102.00
Taxes for year 1957	58.96
Note holder's collection expense to date	<u>10.00</u>
	\$374.96

Nothing less than the total sum of \$374.96 will be accepted from you.

Yours truly,  
Leo A. Walshe and  
Bart J. Walshe, Trustees

LAW/ba  
LN No. 598

[Handwritten notation:]

*Pd. 2/19/58 Pers. Ck. of (\$374.96)*

*Wilma A. Miller on Munsey Trust Co., D.C.*

*HD*

Ex.JA 66

[Defendants' Exhibit 10c]

August 30, 1957

Mr. Henry C. Bartsch  
126 C Street, N.W.

Mrs. Mary V. Bowes  
4017-21st Street, N.E.  
Washington, D.C.

Dear Sir and Madam:

The first trust loan on 126 C Street is again in arrears, as the installments due July 7, 1957 and August 7, 1957 have not been paid. In addition to such overdue loan installments, the premium of \$54.00 on the fire and extended coverage insurance protecting you and the holder of the first trust, has been overdue since June 29, 1957.

At the request of the holder of the note, foreclosure proceedings will be started on September 9 unless the following items are paid before that date:

Installment due 7/7/57	\$102.00
Installment due 8/7/57	102.00
Insurance Premium due 6/29/57	<u>54.00</u>
Total	\$258.00

Nothing less than the total sum of \$258.00 will be accepted from you.

Yours truly,  
Leo A. Walshe and  
Bart J. Walshe,  
Trustees

LAW/ml  
Ln No. 598

*OK*  
*Pd. 9/9/57*  
*Walshe*

present in full -  
Henry V. Bowers  
Sq. 574 - Lot 19.  
126 C St. N.W.  
First Trust Note

FOR DEPOSIT TO CREDIT OF  
E. J. WALSH, INC.

PAY TO THE ORDER OF  
 ANY BANK, BANKER OR TRUST CO.  
 PLEASE PRINT COMPLETELY  
 THE NATIONAL BANK OF WASHINGTON  
 15-7 WASHINGTON, D. C. 15-7

APR 15 64 16014

RECEIVED PAYMENT THROUGH THE  
 WASHINGTON NATIONAL HOUSE  
 15-7 WASHINGTON, D. C. 15-7

THE NATIONAL BANK OF WASHINGTON  
 15-7 WASHINGTON, D. C. 15-7

**DEFENDANT'S  
EXHIBIT**  
#11

Def Bowes Ex 3 ID  
11-17-66 JAD



Agreed, this 20th day of February 1964 in the

Mary V. Bowes, grantor

For the sum of \$10.00 hereby  
acknowledged as consideration  
together with other consideration I acknowledge,  
I, Mary V. Bowes, former sole  
hereby grant unto

Jacob Wall

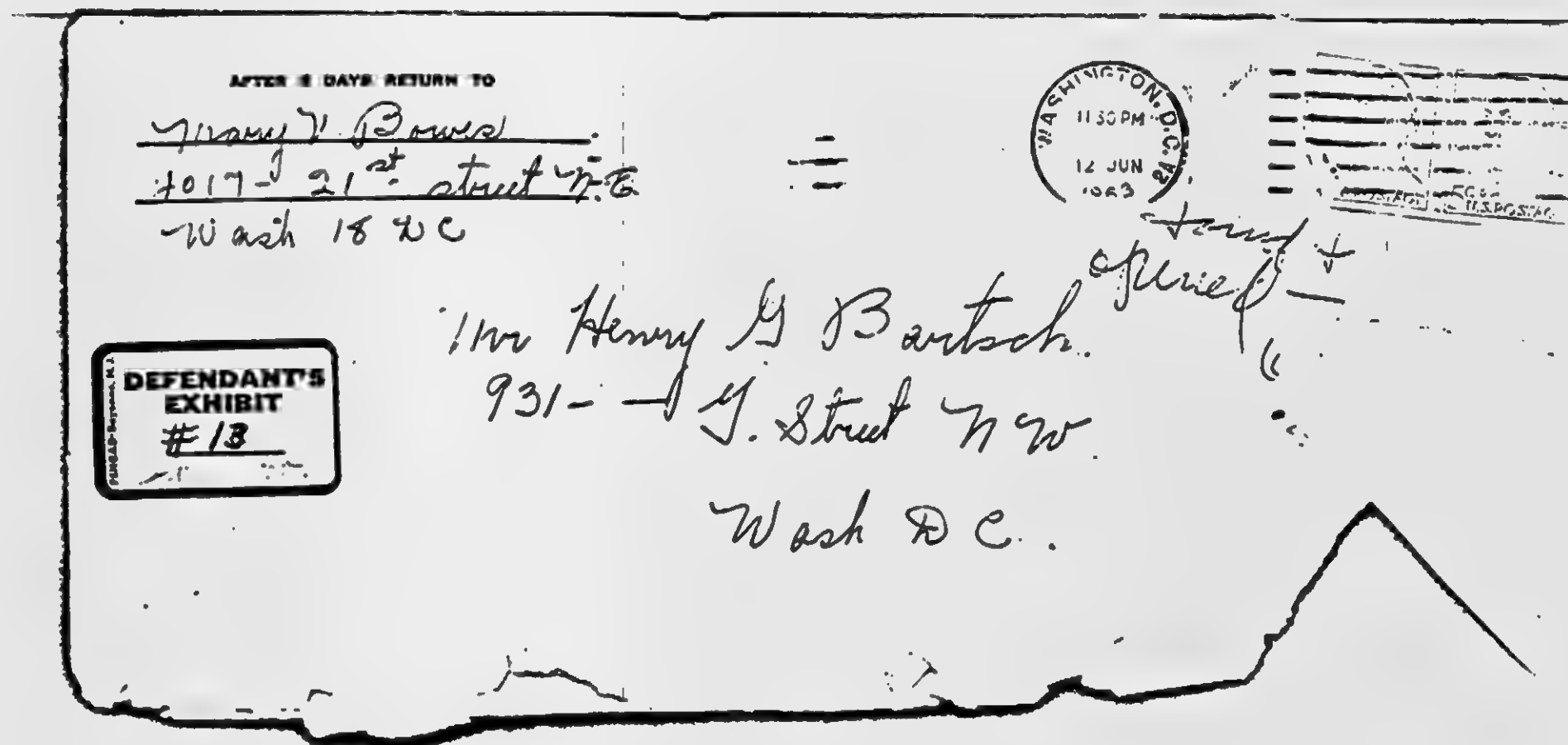
his heirs or assigns.

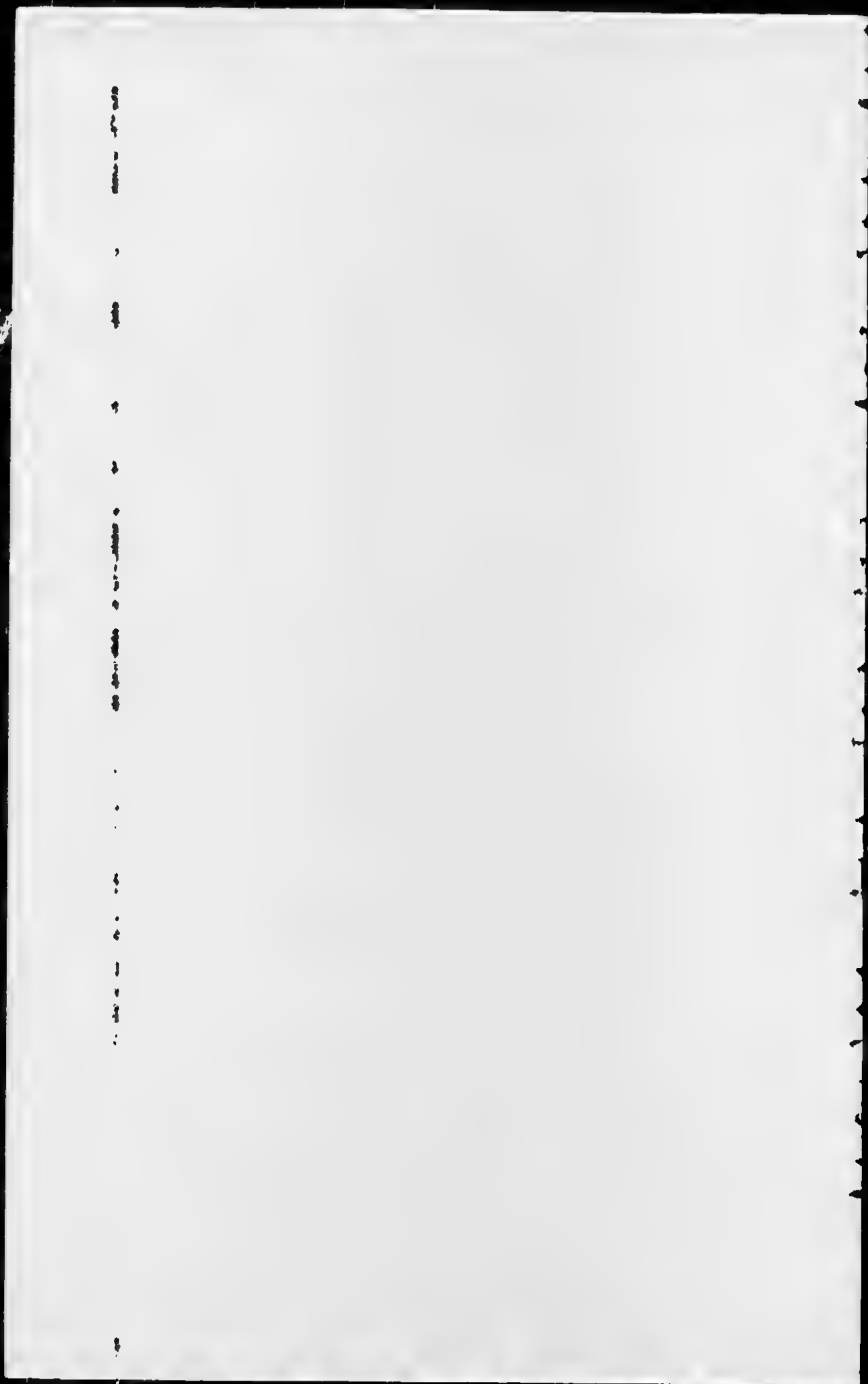
an option to purchase lot  
19 in Square 574, otherwise  
known as 126 C Street N.W.  
Washington D.C., improved by  
a 2 story & basement brick  
Building, now vacant, for the  
sum of Twenty-thousand dollars  
(20,000) for my equity therein  
exclusive of unpaid taxes and  
unpaid first trust indebtedness  
to Sulphur Ore.

Witness my hand & seal this 20th day of February 1964

This option to run to February  
20, 1965. And I do warrant title  
to said property, subject only to  
aforesaid taxes, first trust indebtedness  
and unpaid assessments. And I do  
agree - in the event that Jacob Wall, his  
heirs or assigns do not exercise said option,  
that I will pay to him, or them, all such  
sums as he, has and does pay on said  
first trust, and on taxes and assessments -

Defendants' Exhibit 13







Ex.JA 71

[Defendants' Exhibit 14a]

DISTRICT OF COLUMBIA GOVERNMENT  
BOARD FOR THE CONDEMNATION OF INSANITARY BUILDINGS  
CONDEMNATION NOTICE

Address Reply to:  
District Bldg. Rm 123  
14th & E Streets, N.W.  
Washington 4, D.C.  
NAtional 8-6000 Ext. 717

TO: Henry G. Bartsch  
c/o Mary V. Bowes  
4017 21st Street, N.E.  
Washington, D.C.

Case No. 63-103  
Lot: 19 Square: 574  
Premises: 126 C Street, N.W.  
Notice to Show Cause:  
Dated: May 1, 1963  
Served: May 7, 1963  
Expired: May 18, 1963

Reference is made to the Notice to Show Cause served upon you on the 7th day of May, 1963, advising you of the insanitary condition of the building(s) at the premises mentioned above and directing you to show cause within Ten (10) days, exclusive of Sundays and legal holidays, why the said building(s) should not be condemned.

Please be advised that in the opinion of the Board for the Condemnation of Insanitary Buildings you have not shown sufficient cause why the building(s) should not be condemned. The Board for the Condemnation of Insanitary Buildings has therefore issued an Order condemning the said building(s) as being in such insanitary condition as to endanger the health or the lives of the occupants thereof or of persons living in the vicinity.

The Act of Congress entitled "An Act to create a board for the condemnation of insanitary buildings in the District of Columbia, and for other purposes", approved May 1,

1906, as amended by the Act approved August 28, 1954 (Public Law 681, 83rd Congress; 68 Stat. 884) provides in part as follows:

"Sec. 3. \* \* \* From and after fifteen days, exclusive of Sundays or legal holidays, or within such additional time as may be fixed by the Board, after a copy of any order of condemnation has been affixed to any condemned building or part of building, no person shall occupy such building or part of building.

\* \* \*

"Sec. 4. No person having authority to prevent shall permit any building or part of building condemned to be occupied, except as specially authorized by the Board for the Condemnation of Insanitary Buildings under the authority contained in this Act, after fifteen days, exclusive of Sundays and legal holidays, or within such additional time as may be fixed by the Board, from and after the date of service of a copy of the order of condemnation on the owner of such building; or, if a copy of such order of condemnation has been affixed to the condemned building, or part of building, at a date subsequent to the date of service of the notice on the owner, after fifteen days, exclusive of Sundays and legal holidays, or within such additional time as may be fixed by the Board, from the date on which said copy of such order of condemnation was so affixed.

\* \* \*

"Sec. 7. If the owner of any building or part of building condemned under the provisions of this shall fail to remedy in a manner satisfactory to the Board for the Condemnation of Insanitary Buildings the condition or conditions which led to the condemnation thereof, by failing to cause such building or part of building to be put into sanitary condition or to be demolished and removed within the time specified by said Board in the order of condemnation or any extension thereof, he shall be deemed guilty of a misdemeanor and be liable to the

penalties provided by section 16 of this Act, and such building or part of building may be put into sanitary condition or be demolished and removed under the direction of said Board, and the cost of such repairs or such demolition and removal, including the cost of making good damage to adjoining premises (except such as may have resulted from carelessness or willful recklessness in the demolition or removal of such building), and the cost of publication, if any, herein provided for, less the amount, if any, received from the sale of the old material, shall be assessed by the Commissioners of the District of Columbia as a tax against the premises on which such building or part of building was situated, such tax to be collected in the same manner as general taxes are collected in the District of Columbia; \* \* \*.

\* \* \*

"Sec. 12. No person shall, without the consent of the Board for the Condemnation of Insanitary Buildings, deface, obliterate, remove or conceal any copy of any order of condemnation which has been affixed to any building or part of building by order of the said Board; and the owner and the person having custody of any building or part of building to which a copy or copies of any such order has been affixed shall, if said copy of said order has been to his knowledge defaced, obliterated, or removed, forthwith report that fact in writing to the Board (unless he had good reason to believe that such copy of such an order has been removed by authority of the Board), and if such copy of such order has been concealed, he shall forthwith expose the same to view.

\* \* \*

"Sec. 16. Any person violating or aiding or abetting in violating sections 3, 4, 5, 7, 11, 12, or 15 of this Act shall, upon conviction thereof in the Municipal Court for the District of Columbia, upon information filed in the name of said District, be punished by a fine of not more than \$100 or by imprisonment for not more than ninety

days; and each day on which such unlawful act is done or during which such unlawful negligence continues shall constitute a separate and distinct offense."

The attached Condemnation Order directs you to cause the building(s) to be put into sanitary condition or to be demolished and removed.

In the event you elect to put the building(s) into sanitary condition, changes or repairs shall be such as will remedy the condition(s) which led to condemnation as specified in the Order of Condemnation, within the time prescribed in such Order, and shall be made in accordance with the attached Standards of Workmanship prescribed by the Board, a copy of which was forwarded to you with the Notice to Show Cause. Failure to meet these standards may result in the disapproval of the changes or repairs. Work performed shall comply in full with applicable District laws and regulations; and if any permit is required, the work shall not be commenced until such permit has been obtained from the Central Permit Bureau.

If you are unable to complete such changes or repairs within the time to vacate prescribed by Sections 3 and 4 of the Act as quoted above, the Board may, by Special Order, extend the period within which you may permit the present occupants of this building to remain therein, provided that you have proceeded with such changes or repairs with reasonable diligence, and have applied in writing for such extension within the 15 day period within which the condemned building(s) may be lawfully occupied.

Your request for such extension should include the following statements:

1. That you have proceeded with reasonable diligence to make such changes or repairs as will remedy in a manner satisfactory to this Board the condition(s) which led to condemnation, as specified in the Order of Condemnation;

ExJA 75

2. That such changes or repairs will be completed on or before \_\_\_\_\_, 19 \_\_\_\_; and

3. That you desire the *present* occupants to remain in the building, or part of building, while such changes or repairs are being made.

The Board will issue an order cancelling the Order of Condemnation only when this building has been so changed or repaired as to remedy in a manner *satisfactory to the Board* the condition which led to the condemnation thereof.

In the event you elect to demolish and remove the building(s) the same shall be completed within the time prescribed in the Order of Condemnation.

BY ORDER OF THE BOARD FOR THE CONDEMNATION OF  
INSANITARY BUILDINGS:

/s/ Richard L. Mattingly  
Executive Secretary

Attachments:

Condemnation Order  
Standards of Workmanship

---

Ex.JA 76

**Defendants' Exhibit 14a cont'd**

**DISTRICT OF COLUMBIA GOVERNMENT**

**BOARD FOR THE CONDEMNATION OF INSANITARY BUILDINGS**

**CONDEMNATION ORDER**

Case No. 63-103

In accordance with the provisions of the Act of Congress approved May 1, 1906 (34 Stat. 157), as amended, the Board for the Condemnation of Insanitary Buildings has investigated into the sanitary condition of

Premises: 126 C Street, N.W.

Lot: 19                      Square: 574

As a result of this investigation, it appeared to this Board that the 2-Story, Masonry, Semi-Det., with basement at these premises were in such insanitary condition as to endanger the health or the lives of the occupants thereof or of persons living in the vicinity. Accordingly, this Board, on the 7th day of May, 1963, furnished Henry G. Bartsch c/o Mary V. Bowes the owner(s) of said property with a specification of such insanitary condition(s) and directed said owner(s) to show cause within a period of Ten (10) days, exclusive of Sundays and legal holidays, why such building(s) or part thereof, or appurtenances thereto, should not be condemned as provided in said Act.

The Board has determined that said owner(s) has (have) failed to show cause satisfactory to the said Board why the said building(s) should not be condemned; that the said property is in such insanitary condition as to endanger the health or the lives of the occupants thereof or of persons living in the vicinity; and accordingly, it is hereby, this 22nd day of May, 1963

**ORDERED:** That the building(s) on lot 19, square 574, known as No. 126 C Street, N.W., and consisting of 2-Story, Masonry, Semi-Det., with Basement be and the same is (are) hereby condemned as being in such insanitary condition as to endanger the health or the lives of the occupants thereof

or of persons living in the vicinity, by reason of the insanitary condition(s) set forth in the Schedule of Deficiencies attached hereto and made a part hereof; and that from and after 15 days, exclusive of Sundays and legal holidays, from the date on which a copy of this Order is affixed to the said building(s), it shall be unlawful for any person to occupy, or for the owner of such property to permit the occupancy of said building(s) or part thereof, unless within said period the condition(s) which led to the condemnation of the building(s) or part thereof have been remedied to the satisfaction of this Board and this Order has been cancelled, or unless the time within which said building(s) or part thereof may be lawfully occupied has been extended by special order of this Board.

ORDERED FURTHER: That on or before Dec. 15, 1963, the owner(s) of said building(s) is (are) hereby directed, in accordance with the authority contained in Section 5 of the Act of May 1, 1906, as amended, to (1) make such changes or repairs as will remedy the condition(s) which led to the condemnation of such building(s) or part of building, or (2) cause such building(s) or part of building to be demolished and removed.

BY ORDER OF THE BOARD FOR THE CONDEMNATION OF  
INSANITARY BUILDINGS:

/s/ Richard L. Mattingly  
Executive Secretary

Attachment: Schedule of Deficiencies

Ex.JA 78

DISTRICT OF COLUMBIA GOVERNMENT  
BOARD FOR THE CONDEMNATION OF INSANITARY BUILDINGS

Board Number 63-103

May 2, 1963

Premises: 126 C Street, N.W.

Lot or Parcel: 19

Square: 574

The Following deficiencies and conditions were noted:

1. Structure:
2. Foundation:
3. Structural Members:
4. Roof: Skylight Leaky
5. Exterior Walls:
6. Chimney: Bricks missing, mortar decayed
7. Downspouts and Gutters: disintegrated, defective
8. Window Frames and Sash: Broken, ill-fitting, disintegrated, sill defective, caulking, glass, parts missing
9. Exterior Doors and Frames: broken, ill-fitting, disintegrated, sill defective, caulking, glass, parts missing
10. Wall Covering: cracked, loose, decayed, parts missing, flammable, paint, paper peeling
11. Floors: worn, splintered
12. Plumbing: broken, defective
13. Electric Wiring: defective
14. Stairway, Stairs, and Steps: treads worn, rails balusters, loose, missing
15. Partitions:
16. Porches:
17. Yard Water Closet:
18. Yard Hydrant:
19. Sheds:
20. Fences:
21. Yard:
22. Drainage:
23. Rats or Mice: not rat proof, prevalent



Ex.JA 79

24. Other: accumulated filth, debris, in building and rear areaway. Illegal Rooms—2nd fl. front less than 70 sq. ft.

By reason of the deficiencies and conditions indicated above, this building is in such insanitary condition as to endanger the health or the lives of the occupants thereof or of persons living in the vicinity, in that it is damp, drafty, incapable of being properly cleaned, incapable of being properly ventilated, infested or likely to become infested with vermin, infested with rats. Otherwise dangerous to the health or lives of the (occupants of the building or of) persons living in the vicinity.

Representatives of the Board are available for consultation relative to condemnation procedure or the deficiencies of subject premises and may be reached at NA 8-6000, Extension 717, for appointment.

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Ex.JA 80

[Defendants' Exhibit 14b]

P. J. WALSHE, INC.  
Real Estate  
1115 Eye Street, N.W.  
Washington 5, D.C.  
June 11, 1963

Mr. Henry G. Bartsch  
931 G Street, N.W.  
Mrs. Mary V. Bowes  
4017-21st Street, N.E.  
Washington, D.C.

Dear Sir and Madam:

The \$13,500 fire and extended coverage insurance on your dwelling at 126 C Street, N.W., will expire on June 29, 1963. In order to avoid any possible lapse in coverage, we have renewed this insurance for another three years and enclose herewith bill for the premium of \$53.00 for the new policy, Northwestern National No. 760706. The original policy is in our loan jacket. When we receive the money for the premium, we will send you a memo copy of the new policy.

As this insurance protects the holders of the first deed of trust, it must remain in force until the loan has been paid in full.

The arrears of loan payments and taxes on the above property were paid by Mr. Wall. Mr. Wall advised us that he was going to purchase the property.

Kindly advise whether you and/or Mrs. Bowes have conveyed your interest in this property to Mr. Wall as it is important to have the insurance in the name of the true owner.

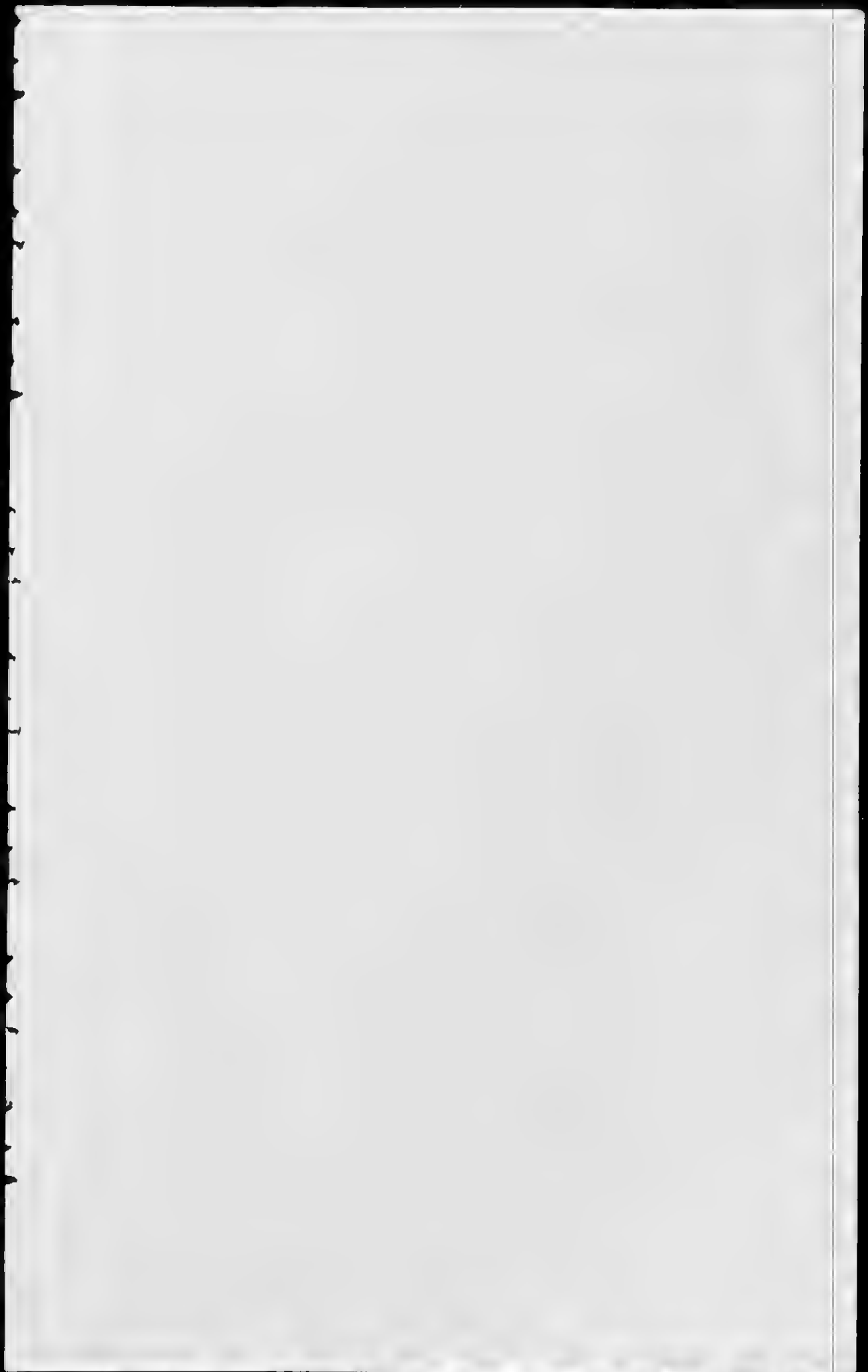
Thanking you for the information requested, we remain,

Yours very truly,

P. J. Walshe, Inc.

By /s/ Leo A. Walshe

LAW:wd  
Encs.



**DEFENDANT'S EXHIBIT #15**

*Received from J. Hall*  
*Three Hundred Fifty and Dollars*  
*on loan installment due 9/1;*  
*7/8 8/7/63 and Int. prem.*  
*on pt. 1960. 7607.06 - 5.50 7.26*  
*\$3.59.00*  
*due on loan 1.544.33*

*Aug. 20, 1963*

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
 FINANCE OFFICE  
**SPECIAL ASSESSMENT—NUISANCE**

General Fund 9371 S.A. No. 14638-100 19 63

Assessment for: Cost of Cleaning & barricading  
blg. & ground

SQUARE	LOT	ASSESSMENT
574	19	75 00
TOTAL ASSESSMENT		75 00
Interest from 12/30/63		4 13
Advertising		79 13
TOTAL		158 26

Levied 12/30/63 dup. bill

Henry G. Bartsch

**PROPERTY TAX DIVISION RECEIVED**  
**NOV 12 1964**  
 FINANCE OFFICE, D. C.

Pay to D. C. Treasurer, 300 Indiana Ave., N.W.  
 Washington 1, D. C.

Credit: Assessments, Various

Enclose stamped, addressed envelope if receipt is desired.

SQUARE	PARCEL	LOT	TOTAL TAX
574		19	253.80
TOTAL VALUE			FIRST INSTALLMENT
10152			126.90
PENALTY			2.54
TOTAL			129.44

1965 Nov  
 1st Half  
 DUE SEPT. 1964

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
**REAL ESTATE TAX BILL**  
 AND ASSESSMENT NOTICE

HENRY G BARTSCH  
 CARE MARY V BOWES  
 4017 21ST ST NE  
 WASH DC

THIS BILL IS FOR PERIOD FROM JULY 1, 1964 TO JUNE 30, 1965.  
 FIRST INSTALLMENT MUST BE PAID IN SEPT. 1964.  
 MAKE REMITTANCE PAYABLE TO: D.C. TREASURER

**DEFENDANT'S EXHIBIT #15**

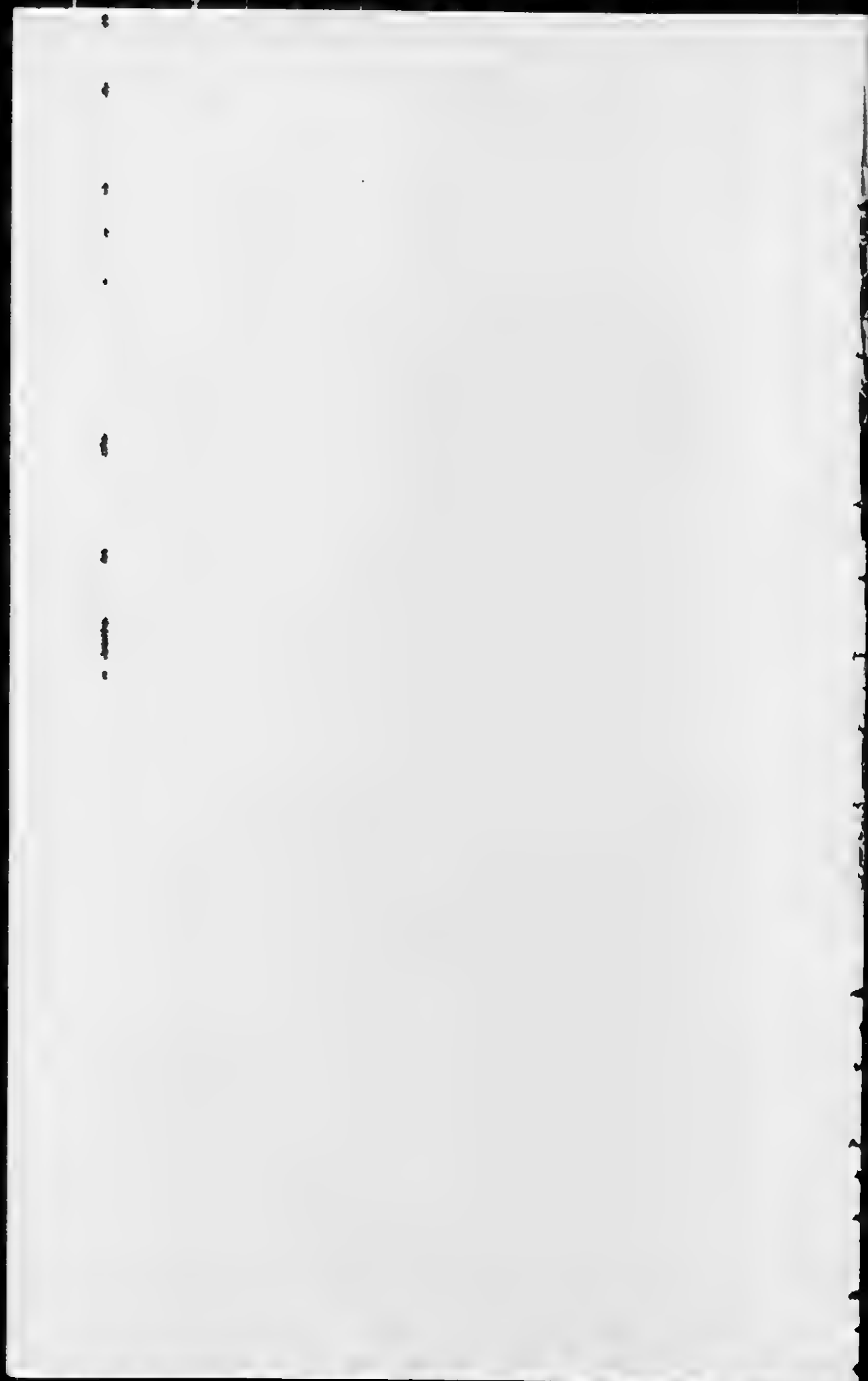
129.44

IMPORTANT  
 MAKE CHECK OR MONEY ORDER PAYABLE TO:  
 D.C. TREASURER.  
 ENCLOSE PAYEE'S WITH THIS BILL AND RETURN TO:  
 D.C. TREASURER  
 300 INDIANA AVE., N.W.  
 WASHINGTON DC 20001

DO NOT SIGN THIS OR SIGNATURE OF PARTS OF THIS WILL BE VOIDED BY RECEIPT

Defendants' Exhibit 15

Ex JA 81



Ex.JA 83

[Defendants' Exhibit 16a]

DISTRICT OF COLUMBIA  
COURT OF GENERAL SESSIONS  
Civil Division

EUGENE X. MURPHY  
REX K. NELSON  
211 C Street, N.W.  
Washington, D.C.

Plaintiffs

v.

CIVIL NO. GS 2818-67

NATHANIEL A. PRESTON,  
Administrator C.T.A., Estate of  
JACOB S. WALL, deceased,  
Adm. No. 116,909  
11506 Elkin Street  
Wheaton, Maryland

Serve:

Peter S. McLaughlin, Statutory Attorney,  
For Nathaniel A. Preston, Adm. C.T.A.,  
Estate of Jacob S. Wall, Deceased,  
No. 116,909

United States District Court  
3rd & Constitution Avenue, N.W.  
Washington, D.C.

Defendant

COMPLAINT  
(Replevin)

Plaintiffs sue the defendant for unjustly detaining their chattel, to-wit: A Deed to realty executed by Henry G. Bartsch on or about May 31, 1950 conveying Lot 19 in Square 574, otherwise known as premises 126 C Street, N.W., District of Columbia, to Mary V. Bowes, of a value of about \$4.00. And the plaintiffs claim that the same be

taken from the defendant and delivered to them; or, if it has been eloigned, that they have judgment of its value and, additionally, damages which they estimate at \$9,000.00, besides costs.

/s/ Eugene X. Murphy

/s/ Rex K. Nelson

211 C Street, N.W.

Washington, D.C.

DISTRICT OF COLUMBIA, ss:—

Eugene X. Murphy and Rex K. Nelson, being first duly sworn on oath, state they are entitled to recover immediate possession of the chattel hereinabove described, to-wit: Deed conveying Lot 19 in Square 574, executed by Henry G. Bartsch, conveying same to Mary V. Bowes, being the same as described in the complaint herein; that the defendant detains the same without just cause or right; that the said chattel is not subject to such detention and was not taken upon any writ of replevin between the parties.

/s/ Eugene X. Murphy

/s/ Rex K. Nelson

Subscribed and sworn to before me this 8th day of February 1967.

/s/ Joseph A. Shantz

Notary Public, D.C.

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[Defendants' Exhibit 16b]

[Filed Mar. 3, 1967]

**ANSWER OF DEFENDANT**

Comes now Nathaniel A. Preston, Administrator, CTA, of the estate of Jacob S. Wall, deceased, and for answer to the Complaint states as follows:

**First Defense**

1. The Complaint fails to state a cause of action upon which relief may be granted.

**Second Defense**

2. Defendant admits, that in his capacity as Administrator, CTA, he has a deed in his possession; that he does not know of his own knowledge if the deed in his possession is the same deed referred to by the Plaintiffs in the Complaint, and accordingly denies same.

3. The Defendant denies each and every remaining allegation not otherwise specifically admitted.

**Third Defense**

4. The deed in Defendant's possession came to him in his capacity as Administrator, CTA, of the estate of Jacob S. Wall and as such this Court has no jurisdiction over the Defendant pertaining to the subject matter of this suit. Such jurisdiction being vested solely with the Court that granted authority to this Defendant to obtain custody and possession of the property of the decedent, Jacob S. Wall, to wit, the United States District Court for the District of Columbia holding a Probate Court.

**Fourth Defense**

5. If the deed in possession of the Defendant is the deed referred to by the Plaintiffs in the Complaint, then Plaintiffs' contention that the deed is their chattel, is an unfounded conclusion and fails to indicate any ownership by the Plaintiffs in and to said chattel.



Fifth Defense

6. The deed in possession of the decedent, Jacob S. Wall and presently in the possession of the Administrator, CTA, was being held by the decedent as security and subject to certain rights, option and benefits inuring to the decedent, Jacob S. Wall, all pertaining to "Title to certain real estate in the District of Columbia", and as such this Court lacks jurisdiction over the subject matter as well as over the Defendant as hereinabove alleged.

Sixth Defense

7. The claim of the Plaintiffs is barred by the Statute of Limitations and/or Laches, or both.

WHEREFORE, the Defendant having fully answered prays that the Complaint be dismissed.

/s/ Nathaniel A. Preston  
Administrator, CTA,  
Estate of Jacob S. Wall,  
Deceased

DISTRICT OF COLUMBIA, ss:

Nathaniel A. Preston, being first duly sworn upon oath, deposes and says that he has read the foregoing Answer by him subscribed and that the contents thereof are true and correct to the best of his information, knowledge and belief.

/s/ Nathaniel A. Preston

Subscribed and sworn to before me this 2nd day of March, 1967.

/s/ Constance E. Halta  
Notary Public, D.C.

[Certificate of Service dated Mar. 2, 1967]

---

[Defendants' Exhibit 16c]

**UNDERTAKING IN REPLEVIN**

WHEREAS, the Plaintiffs, Eugene X. Murphy & Rex K. Nelson is about to sue out a Writ of Replevin against the defendant, Nathaniel A. Preston, Administrator C.T.A., Estate of Jacob S. Wall, dec'd. Adm. No. 116,909, therefore, Eugene X. Murphy & Rex K. Nelson as principals, and NATIONAL SURETY CORPORATION, of New York, New York, a corporation, as Surety, appearing and submitting to the jurisdiction of the District of Columbia Court of General Sessions, hereby undertake for themselves, and each of them, their heirs, executors and administrators, successors or assigns, to abide by and perform the judgment of the said District of Columbia Court of General Sessions, in the premises, which judgment may be rendered against all of the parties whose names are hereto affixed, either jointly or severally.

Signed and sealed this 8th day of February, A.D. 1967.

/s/ Eugene X. Murphy

/s/ Rex K. Nelson

National Surety Corporation

by

Attorney-in-Fact

Approved this 8th day of February, 1967

/s/

Chief Deputy Clerk

---

Ex.JA 88

**Office of Recorder of Deeds**

CORPORATION DIVISION

WASHINGTON



**This is to certify** *that the pages attached hereto constitute a full, true, and complete copy of* **CERTIFICATE OF INCORPORATION OF LEGAL-INTEGRITY PRESERVATION SOCIETY, RECORDED JANUARY 30, 1951 AS INSTRUMENT #34865 IN INCORPORATION LIBER 75 AT FOLIO 288.**

*as the same appears of record in this office.*

**In Testimony Whereof,**

*I have hereunto set my hand and caused the seal of this office to be affixed, this*

*the* 11th *day of*

APRIL A. D. 1967.

PETER S. RILEY,  
Recorder of Deeds, D. C.

*Nathaniel J. [Signature]*  
Assistant Superintendent of Corporations, D. C.  
P-3046

34865

**CERTIFICATE OF INCORPORATION**

*We, the undersigned, all citizens of the United States, and a majority citizens and residents of the District of Columbia, desiring to associate ourselves as a corporation pursuant to the provisions of Title 29 of Chapter 6 of the District of Columbia Code (1940), do hereby certify as follows:*

*First. The name or title by which this corporation shall be known in law shall be the*

**LEGAL-INTEGRITY PRESERVATION SOCIETY**

*Second. The term for which it is organized shall be*  
**PERPETUAL.**

*Third. The particular business and objects of said corporation shall be:*

1. To widen appreciation of law in its avowed Purpose.
2. To spread among laymen an enlightened understanding and respect for the Practice of Law as a Public Trust in the Administration of Justice.
3. To publish noteworthy incidents of exceptional conduct and meritorious service in the enactment, repeal, amendment, administration, enforcement and practice of law, therethrough to promote a fuller public recognition of such conduct and service.
4. To provide financial assistance (by non-profit loans and outright grants from its general fund) to deserving students and others manifesting solemn interest in the Profession of Law as a Public Service.
5. To provide financial assistance (by non-profit loans and outright grants from its general fund) to persons and organizations in necessitous circumstances having need of resort to legal counsel or the Courts of the District of Columbia and elsewhere within the United States and its Territories.

6. To accept and receive into its general fund, at its option, voluntary contributions, assignments, grants and bequests from persons, organizations and estates in sympathy with the herein set forth objects of this Society; and
7. Generally to perform, as an organization, such non-professional benevolent service, either in its own name, or in co-operation with other organizations or persons of the same or parallel purpose, as may assist in the greatest realization of Justice Under Law and give substance and effect to proclaimed standards of Ethics in the Practice of Law.

*Fourth. The number of its trustees, directors, or managers for the first year of its existence shall be three, below, and seven to be elected; a total of ten.*

*In Testimony Whereof, we have this 26th day of January, 1951, hereunto set our hands and seal.*

/S/ MELISSA JANE ROWE

/S/ PAUL STARKWEATHER

/S/ P. GORDON COOPER

*DISTRICT OF COLUMBIA, ss:*

I, Helen T. Werth, a Notary Public in and for the District of Columbia, do hereby certify that Melissa Jane Rowe, Paul Starkweather and P. Gordon Cooper, parties to a certain Certificate of Incorporation bearing date on the 26th day of January, 1951, and hereto annexed, personally appeared before me in said District, the said Melissa Jane Rowe, Paul Starkweather and P. Gordon Cooper, being personally well known to me as the persons who executed the said Certificate of Incorporation, and severally acknowledged the same to be their act and deed.

Given under my hand and seal this 26th day of January 1951.

/s/ Helen T. Werth  
Notary Public, D.C.

Ex.JA 91

**CERTIFICATE  
OF  
INCORPORATION  
of the  
LEGAL INTEGRITY  
PRESERVATION  
SOCIETY**

*Received for Record on the 30th day of January, A.D.,  
1951, at        o'clock        M., and recorded in Liber No.  
75 at Folio 288 one of the Incorporation Records for the  
District of Columbia, and examined by*

*/s/ [Illegible]  
Recorder.*

[Handwritten notation: \$1.80]

---

14717  
QUIT CLAIM DEED

BOOK PAGE Apr 29 11 01 AM '66  
12602 446

THE SAMPSON LOW CO. PRINTERS  
400 N. 1st St., Washington, D. C.



# This Deed

Made this 28th day of April in the year one thousand  
nine hundred and sixty six by and between Henry G. Bartsch

unmarried, party of the first part,  
and the Legal-Integrity Preservation Society, an eleemosynary organiza-  
tion founded and existing under the laws of the District of Columbia, (also  
under the style, "The Wall Foundation") party of the second part:

Witnesseth, that the party of the first part, for and in consideration of Ten Dollars  
(\$10.00) and other good and valuable consideration, /Dollars/  
has granted, released, and forever quit-claimed, and does hereby grant, release, and forever  
quit-claim unto the party of the second part the following described land and premises, situate,  
lying and being in the District of Columbia  
and distinguished as

He G Lot 19 in Moses Kelley's subdivision of lots in Square 574 (five  
hundred and seventy four) as per plat recorded in Liber W.B.M.,  
folio 267 of the Records of the Office of the Surveyor of the  
District of Columbia,



EXJA 93

93

BOOK . . . PAGE

together with all and singular the improvements, ways, easements, rights, privileges, and appurtenances to the same belonging, or in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

To Have and to Hold, the above released land and premises unto and to the use of  
the part y of the second part , its heirs and assigns forever.

**Witness** my hand and seal the day and year hereinbefore written.

Signed, sealed and delivered in the presence of—

Signed, sealed and delivered in the presence of—  
*William A. Miller*

Henry C. Burdell (SEAL)

[SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]



BOOK PAGE  
12602 448

{ to wit:

I, \_\_\_\_\_, Notary Public in and for  
the District of Columbia  
do hereby certify that Henry G. Bartsch

part y to certain Deed bearing  
date on the 28th day of April 19 66, and hereto annexed personally  
appeared before me in said District of Columbia  
the said Henry G. Bartsch

being personally well known to me as the person who  
executed the said Deed, and acknowledged the same to be his act and deed.

GIVEN, under my hand and seal this 28<sup>th</sup> day of  
April 19 66



James L. Ward [SEAL]  
M. P. D. C.

My Commission Expires June 30, 1970

BOOK PAGE  
12602 449

Quit Claim Deed

FROM

14717

TO

Received for Record on the

A. D. 1966

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in

Libre No. 12602 at Folio 446

one of the Land Records for the District of Columbia,  
and examined by

John S. Felt Recorder

MAIL TO =  
William A. Miller, Secy  
Legal Integrity  
Preservation Society  
931 G. St. NW.

Sold by Lerner Law Book Co., 500 E. St. N.W., Washington 1, D.C.

R. P. 941

ExJA 95

APPELLANTS' JOINT BRIEF

ON APPEAL

In the

UNITED STATES COURT OF APPEALS

For the District of Columbia Circuit

No. 20995

LEGAL INTEGRITY PRESERVATION  
SOCIETY, INC.,

*Appellant,*

v.

EUGENE X. MURPHY

and

REX K. NELSON,

*Appellees,*

and

MARY V. BOWES,

*Intervenor.*

No. 21093

United States Court of Appeals

for the District of Columbia Circuit

HENRY G. BARTSCH,

*Appellant,*

v.

FILED NOV 30 1967

EUGENE X. MURPHY

and

REX K. NELSON,

*Appellees,*

*Nathan J. Paulson*  
CLERK

and

MARY V. BOWES,

*Intervenor.*

HENRY G. BARTSCH

508 F Street, N.W.

Washington, D.C. 20001

*Pro Se*

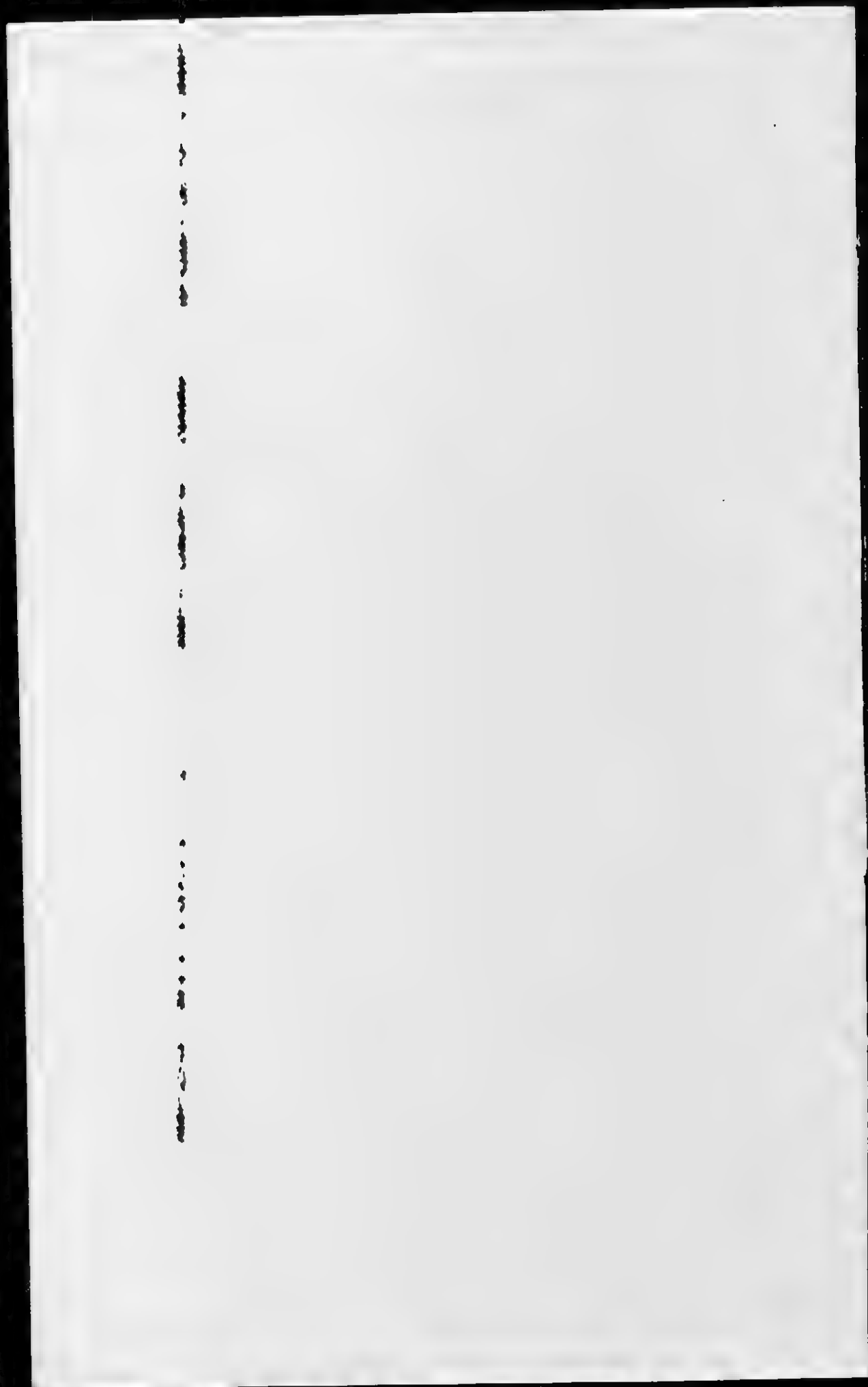
R. KENNETH MUNDY

Solar Building

1000 16th Street, N.W.

Washington, D.C. 20036

*Attorney for Legal Integrity  
Preservation Society, Inc.*



(i)

## STATEMENT OF QUESTIONS PRESENTED

I. The fundamental question presented by this appeal is whether the plaintiffs Murphy and Nelson are not, by the record below, shown to be champertors personally legally disqualified to sue for and sustain the appealed District Court Judgment under the law and practice in this jurisdiction enunciated by *Peck v. Heurich*, 6 App. D.C. 273, 282, affirmed 167 U.S. 624.

II. The Second question is whether the declaratory judgment appealed does not exceed the jurisdiction of the District Court because it purports to adjudicate the interests, and terminate the rights, of parties excluded from joinder in the proceedings yet included by reference to the opinion constituting the findings of fact and conclusions of law of the Court.

III. The third question submitted for decision is whether the more than 200 pages of sworn testimony of Henry G. Bartsch, Wilma Miller, Nathaniel Preston, Bart Walshe, Theodore Popowsky and Ann Popowsky, and the documentary evidence showing thousands of dollars of payments on the First Trust obligation unpaid and unassumed by the widow Bowes, are subject to the Court's findings of incredibility.

IV. The Fourth question is whether the case law applicable to the situation at bar required the Court to limit its consideration and decision to bare "legal title" foreclosing the moral and equitable claims of the Legal Integrity Preservation Society whose members and contributors—not the party Bowes—actually "assumed" and finally paid off the First Deed of Trust—which pay off was the prime consideration for fee simple title, and was so recited in the 1950 deed as a condition thereof.



(iii)

In the  
**UNITED STATES COURT OF APPEALS**  
For the District of Columbia Circuit

**No. 20995**

---

**LEGAL INTEGRITY PRESERVATION  
SOCIETY, INC.,**

*Appellant,*

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**HENRY G. BARTSCH,**

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v.

**EUGENE X. MURPHY  
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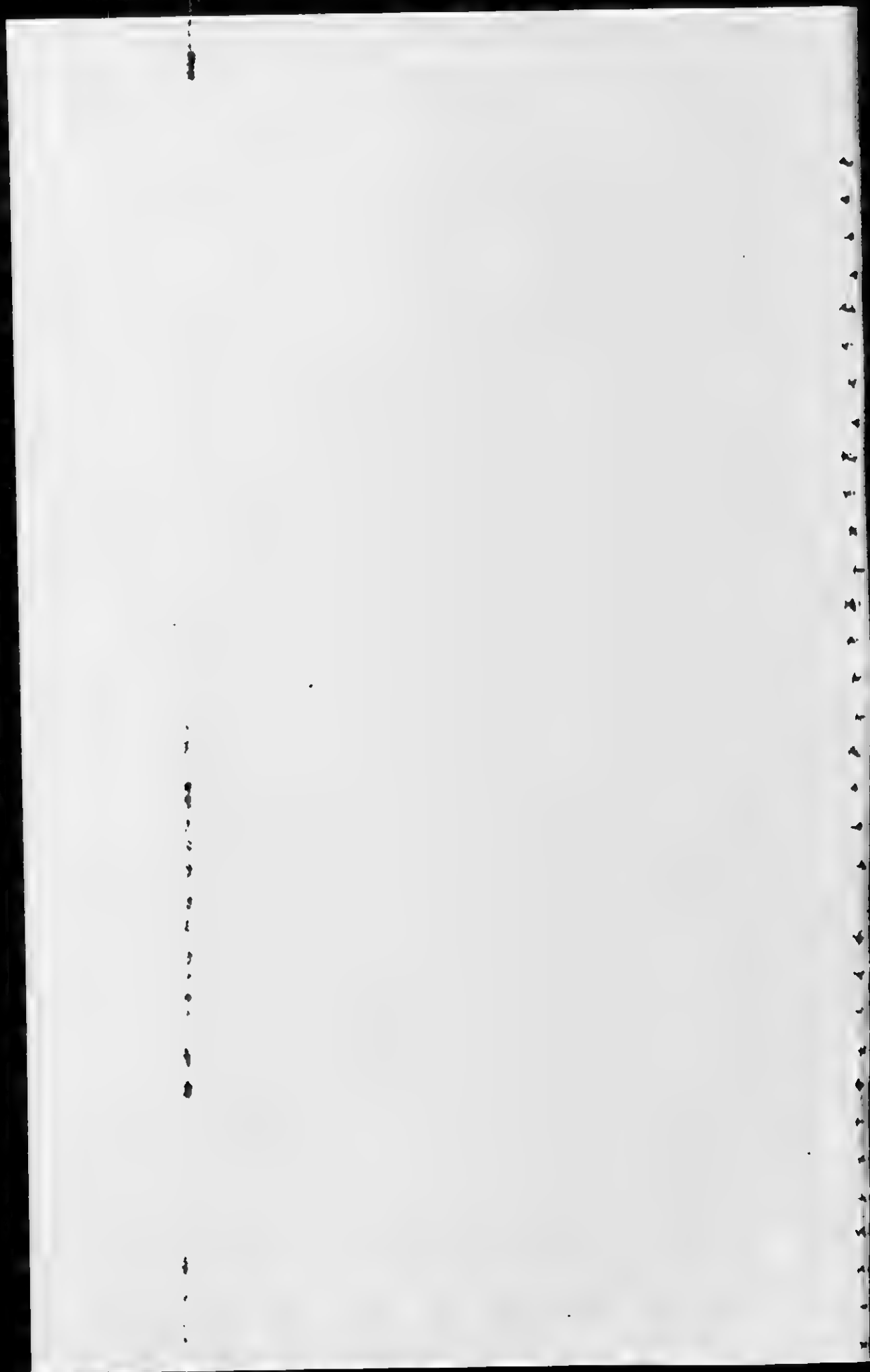
*Appellees,*

and

**MARY V. BOWES,**

*Intervenor.*

**APPELLANTS' JOINT BRIEF**



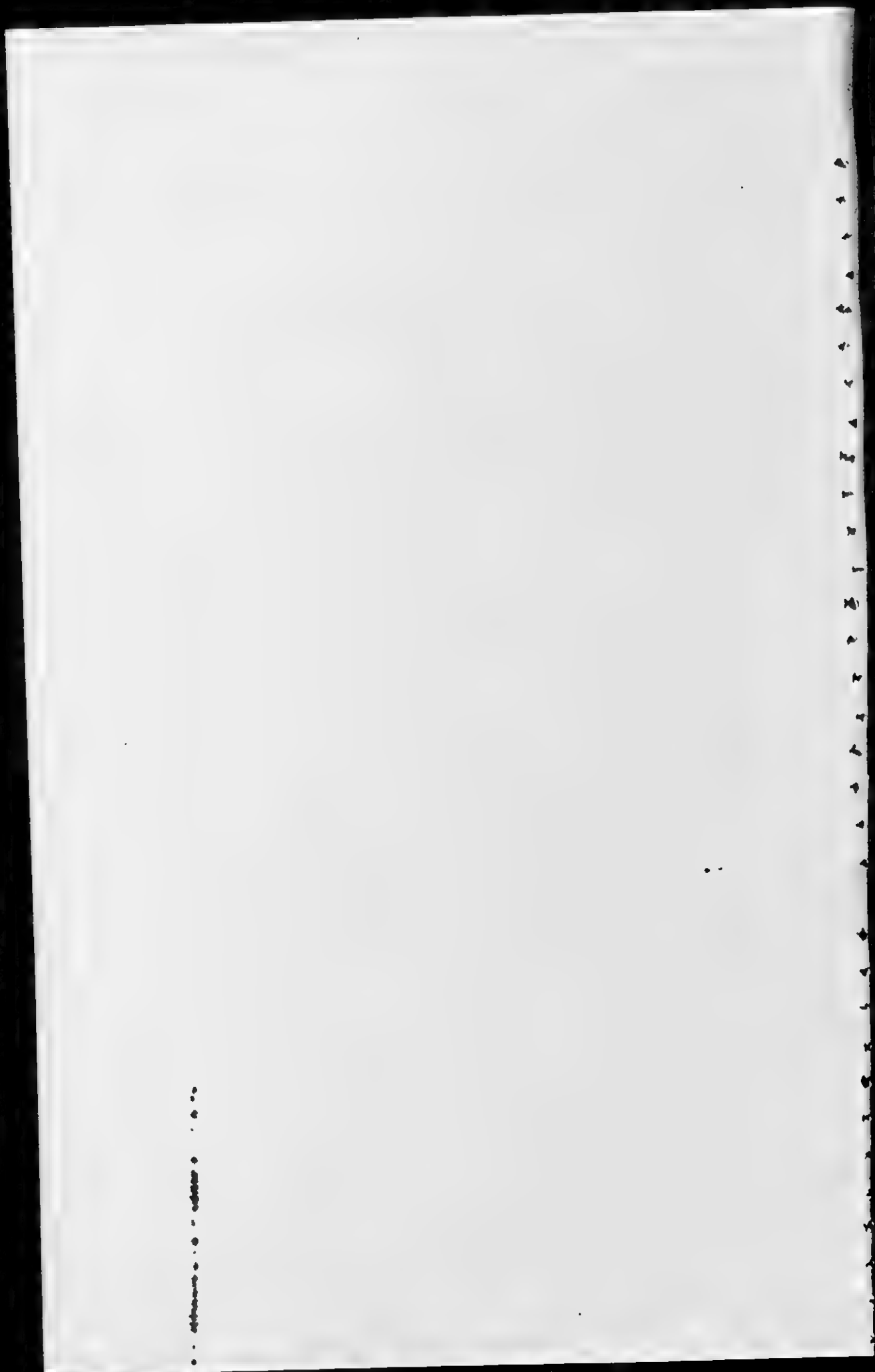
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## JURISDICTIONAL STATEMENT

This is an appeal under Title 28, Section 1291 of the U.S. Code (1958) from a final Order of the United States District Court for the District of Columbia, purportedly "Removing cloud on Title to Real Estate and Perfecting Title in Plaintiffs". Jurisdiction of that District Court in such premises lies by reason of Title 11, Section 521 of the D.C. Code (1967).

## STATEMENT OF THE CASE

The case below is identified as Civil Action No. 1251-66. The Complaint was filed by the appellees on May 12, 1966 and sought (for Mary V. Bowes), "Declaratory Judgment—To Remove Cloud on Title". (JA 6)

The Answers filed June 9, 1966 by the Appellants, Henry G. Bartsch and the Legal Integrity Preservation Society, Inc., appear at JA 15, 17

The Answer of the non-appealing defendant Mary V. Bowes appears at JA 12. It was filed long after the answers filed by the two other defendants.

The appellants submit the following facts and circumstances are established by the District Court Record:—

(a) The complaint in Civil Action No. 1251-66 was filed by law partners Eugene X. Murphy and Rex K. Nelson, members of the D.C. Bar, to obtain for *themselves* as alleged *purchasers* of 126 C Street, N.W., Washington, D.C. the identical Declaratory Judgment (Prayer No. 2) which they, *as attorneys representing the defendant widow Bowes* had, on July 16, 1963, sought by counterclaim in Civil Action No. 1639-63 in the same Court and six months later had abandoned. No action was ever taken by Murphy and Nelson to vacate the District Court's Formal Order of Counterclaim Dismissal entered January 20, 1964. (JA 14)

(b) On April 27, 1966, Rex K. Nelson accosted the appellant Bartsch in a public place, and in the presence of his law partner, Eugene X. Murphy, and Wilma A. Miller, Sec-

retary of the Legal Integrity Preservation Society, stated that Murphy and he had "*purchased*" 126 C Street, N.W. and demanded to know where he (Bartsch) could be served with suit to clear up their title. (JA 254, 255, 257-259).

(c) The record in Civil Action No. 1251-66 shows that at that time (April 27, 1966) Murphy and Nelson had merely *offered* to take over 126 C Street, N.W.: that they had neither a deed thereto, nor possession of the premises, nor possession of a contract therefor, and that any monetary consideration Murphy and Nelson may or may not have given on or before April 29, 1967, to attorney Michael Ritz, agent of Mary V. Bowes, was not actually recorded and accepted until June 28, 1966, weeks after the appellants Bartsch and the Legal Integrity Preservation Society had been served *and had filed answer* to the Murphy and Nelson lawsuit here on review.

(d) Murphy and Nelson, in their Complaint filed in the District Court on May 12, 1966, refer to the deed of Henry G. Bartsch quit-claiming his entire right, title and interest in 126 C Street, N.W. to the Legal Integrity Preservation Society (also identified as the "Wall Foundation"), a non-profit charitable and educational corporation organized and in good standing under the laws of the District of Columbia. The deed was executed on April 28, 1966, the day following attorney Nelson's representation of ownership made April 27, 1966. The deed, with stamps affixed, was received for record April 29, 1966 by the Recorder of Deeds, D.C.

(e) April 29, 1966 was a Friday and the appellant Bartsch obtained the Recorder of Deeds D.C. receipts for the Deed from Wilma Miller, the Secretary-Treasurer of the Legal Integrity Preservation Society upon her return to the office at 931 G Street, N.W., and immediately thereafter (about noon) personally called upon Michael Ritz at his office in the Washington Building. Bartsch had never previously met Ritz; their meeting was cordial; Bartsch has testified under oath, without contradiction:

"A. Mr. Ritz gave me his card when I went there, and the relationship was very friendly.

"Q. Did you at that time indicate to Mr. Ritz anything with respect to the interests of others in this property?

"A. I (so) indicated to Mr. Ritz and Mr. Ritz indicated to me that it was the most messed up case he had ever had because of Jacob Wall's death and because of Jacob Wall's debts. And I think he said in his three (free\*) years of practice, he had never had anything like this (and\*\*) this is one of the three most complicated cases he had ever had. (JA 249)

(f) The admissions of Michael Ritz' testimony are so conclusive and illuminating as a statement of part of the case as to justify their quotation, *verbatim*:

#### DIRECT EXAMINATION

BY MR. BARTSCH

"Q. \* \* \* What was the subject matter of any discussion which I might have had with you on the date that I saw you?

"A. Your recording of quit claim deed, I believe.

"Q. Did I evidence any recordation of a quit claim deed when I came to see you?

"A. I think you showed me some cashier's receipts that you received from the Recorder of Deeds office, and then I believe you recited the essence of the quit claim deed you recorded.

(JA 238)

\* \* \*

---

\*The Court thereafter without objection judicially noticed that Mr. Ritz had been an Assistant D.C. Corporation Counsel prior to his entry into private practice; and it was, accordingly, the freedom from prohibition against private practice, during that incumbency, that the witness Bartsch was referring to.

\*\*And—not "or"— appears in the context to be proper here.

"Q. Now, was the consideration which was paid for the purchase of 126 C Street by contract from Mr. Nelson and Mr. Murphy given to you personally or given to Mrs. Bowes?

"A. What do you mean "consideration"?

"Q. \$500 consideration.

"A. That wasn't the total consideration. As of today, the total consideration hasn't been paid, nor, as I think, is it ever done in real estate until there is settlement, and we surely cannot settle on this.

"Q. Have you received any money from Murphy and Nelson on behalf of this property?

"A. \$500.00 deposit.

"Q. Was it by cash or by check?

"A. It was a check.

"Q. Where is the check?

"A. I deposited it in my account and I assume it went back to them. I believe the contract states the deposit shall be held by me as attorney for Mrs. Bowes.

"Q. But you deposited it?

"A. I am sure I did. I am just not going to sit there and hold the check.

"Q. To your knowledge, was there any negotiation between others and yourself regarding this transaction, or did Mrs. Bowes participate in it, too?

"A. Direct?

"Q. Were all the negotiations conducted through you or did Mrs. Bowes sit in?

"A. I think Mrs. Bowes came to me. I conducted all the negotiations, including those with you.

(JA 239)

#### REDIRECT EXAMINATION

BY MR. BARTSCH:

"Q. I believe you testified earlier, Mr. Ritz, that you offered a quit claim deed from Mrs. Bowes for the sum of \$20,000?

"A. Correct.

"Q. Yet you had been instrumental in having Mrs. Bowes give a warranty deed for \$21,000. Why the difference?

"A. Mr. Bartsch, how could she have given you a warranty deed when you had conveyed all your interest to her?

"Q. But you said I had no interest.

"A. You had conveyed by the deed we are fighting over today. How could I have given you a warranty deed back from Mrs. Bowes.

"Q. If that's your answer, that's all right with me.

"A. I agreed to give you a quit claim deed for her interest in the property, and you were apparently satisfied because you said you were going to have Miss Miller bring in \$20,000.

"Q. All right. Now, did we not discuss and had you not been advised of Jacob Wall's interest in this property by Jack Olender?

"A. I negotiated a contract to sell this property to Jacob Wall.

"Q. And the reason that it was to be a quit claim deed was that you had assumed no responsibility if Jacob Wall's estate had some interest in this property. That is what you told me at the time.

"A. No.

"MR. BARTSCH: I will testify to that then.

BY MR. BARTSCH:

"Q. You did not dispute that this took place on the 29th day of April?

"A. I don't know. You did come into my office. If you say it was the 29th of April, then I'll accept that, Mr. Bartsch.

"Q. But you saw a Recorder of Deeds receipt for a quit claim deed, you say—and I say it was that—it was a receipt that was in existence on the 29th of April?

"A. Yes, you told me it was a quit claim deed on this property.

"Q. In other words, then at the time that you entered into further negotiations with Mr. Murphy, this quit claim deed was of record?

"A. The only further negotiations was after you reneged on your promise to pay \$20,000, I mailed them the contract and told them about the quit claim. They didn't know about the quit claim deed until I told them about it 11 days later.

"Q. And at the same time they didn't have the contract delivered to them yet, did they?

"A. When?

"Q. At the time you told them to go and file suit?

"A. They certainly did. They had no right to file suit until they got this contract.

Q. But the contract, they took the contract with the knowledge that there was this quit claim deed on record?

"A. The quit claim deed was on record?

"Q. They had notice of it from you?

"A. I told them about it, that we had better go ahead and file suit because you were trying to deprive her of her interest by recording a quit claim deed.

"MR. BARTSCH: I will let Mr. Mundy continue if he wishes. I have had enough of this.

(JA 243-245)

The contributions, and intent of the contributors, to assume the last of the First Trust Note and tax obligation which had constituted 95 percent of the "consideration" for the unrecorded 1950 deed given to and surrendered by Mary V. Bowes, are fully established by the testimony of

Henry Bartsch and Wilma Miller as being offered for the Legal Integrity Preservation Society.

The pay-off of the First Trust Note was fully established by its purchase and delivery to Wilma A. Miller, Secretary-Treasurer of the Legal Integrity Preservation Society.

The contributions of Jacob Wall were credibly established by Nathaniel Preston, the Administrator CTA of his estate.

The provision of Jacob Wall's will devising an interest in 126 C Street, N.W. to Henry G. Bartsch was judicially noticed by the Court.

The contract of the straws of Jacob Wall for his account on September 3, 1965, in substitution for the option given him by Mrs. Bowes, is conclusively admitted by her agent, Mr. Ritz, at pages 51 and 52 of the joint appendix; neither the \$2,000 consideration given for said contract (which had more than thirty days to run after the death of Jacob Wall on October 1, 1965) nor the consideration for the earlier option was returned, by either Ritz or Bowes, up to the time of trial. This fact, in the face of Mrs. Bowes' and Murphy-and-Nelson's contention that they were entitled to regard the First Trust as paid off for their credit cannot be disputed.

Throughout the trial, parties Bowes, Nelson, and Murphy have contended that Mrs. Bowes proved pay-off of the First Deed of Trust. The only evidence of any actual payments by Mrs. Bowes are checks and receipts offered in evidence by the Plaintiffs and Mrs. Bowes, and nowhere to be found in the record transmitted from the District Court. It is suggested that in their absence, and the absence of stipulation by the appellants as to the total amount thereof, they should be treated as non-existent.

#### STATUTES, TREATIES, REGULATIONS OR RULES INVOLVED

None.



## STATEMENT OF POINTS

The Appellant, Legal Integrity Preservation Society will rely in its appeal upon the following errors below:

## I

That the Court erroneously failed to impose a constructive trust on the subject real estate in favor of Legal Integrity Preservation Society based upon contributions on behalf of said Society towards purchases and maintenance of said real estate.

## II

That the Court erroneously failed to impose a constructive trust on the said real estate in favor of the Legal Integrity Preservation Society to the extent of the interest devised therein by Jacob Wall to Henry Bartsch and the later conveyance thereof from Henry Bartsch to the Legal Integrity Preservation Society.

## III

That the Court erroneously failed to impose a constructive trust on any monies received or to be received by the defendant Mary Bowes as purchase price consideration for the said real estate.

## IV

That the weight of the evidence clearly, conclusively, and irrefutably establishes that the Legal Integrity Preservation Society, through its members and others, did contribute directly to said real estate and, as a result thereof, is entitled to have its interest declared and protected through a constructive trust.

## V.

That the Trial Court below did erroneously limit its consideration and decision to bare "legal title" and failed to include equitable considerations of interest in said premises.

## VI.

That the Trial Court below by its decision would permit the defendant Mary V. Bowes to be unjustly enriched contrary to the principles of equity.

## VII.

That the Trial Court's decision is not based upon any credible or legally sufficient evidence to support its decision. That the evidence clearly indicates that the Appellees Eugene X. Murphy and Rex K. Nelson, were not *bona fide* purchasers for value.

## VIII.

That the contribution for the purchase of the said real estate by the Appellees Murphy and Nelson from Defendant Bowes was not consummated prior to said purchasers learning of the outstanding interest of other parties therein.

## IX.

The denial, by the Trial Judge, of the request and right of the defendants below to make argument and summation in this particular case deprived the appellants, severally and collectively, of adequate opportunity to correlate and present the evidence adduced in a proof-beyond-doubt of the collusion and *male fides* of the plaintiffs and the attorney for the party Bowes.

## X

The Trial Judge erred in refusing to entertain the undersigned appellant's motion that the plaintiffs be found to have no standing in Equity to seek for their own personal profit the same adjudication which they had judicially noticeably abandoned for their client, (the same defendant, Mary V. Bowes) in a three-year-earlier proceeding in the same Court (Civil Action 1639-63).

The Trial Court erred in failing to find its officers, the plaintiffs, Rex K. Nelson and Eugene X. Murphy, to have assumed the status of *trustees ex maleficio* by their conduct in the premises and to have thereby mutually afforded the defendant Society and widow Bowes all that they asked and were entitled to—Bowes' quit claim deed to 126 C Street, N.W. in return for \$20,000 above the first deed of trust.

### SUMMARY OF ARGUMENT

1. The record in this case, and particularly Michael Ritz' admission that he had imparted knowledge to the plaintiffs Eugene X. Murphy and Rex K. Nelson, of the necessity of their bringing suit to clear the title, *before* the delivery to them of the contract executed by Mrs. Bowes conclusively establishes that the contract was at that time the purchase of a right to sue—not really a real estate transaction.

It is significant that no title search was made; that the \$21,500 "cash" consideration was never paid; only \$500 has been received; that settlement has not been made; and that one of the plaintiffs has testified on oath (JA 225) in response to the question of Mr. Bartsch, "And you have the election of holding her for any expenses and costs in getting the title straightened out?" answering, "No, the contract recites—". "Question: I am not asking about the contract. I am asking about the deed." "Answer: It is our obligation to clear title, the purchasers."

It is submitted that it would be difficult to find a clearer case of champerty, barred in this jurisdiction.

2. The judgment order entered May 15, 1967 by the District Court is void; it not only adjudicates the rights of Jacob Wall's estate in this matter, but in the pending General Sessions Court case which the parties here have seen fit to "stet"—Defendants' Exhibit No. 16 (admitted for Identification only) clearly establishes the impropriety of the judgment of the District Court in this particular.

3. The Findings of Fact embodied in the May 5, 1967 Opinion of the District Court are based rather upon the conjecture of the Court than upon the 200-odd pages of testimony they impugn. For an appellant of limited means to have to be put to the expense of printing substantially all of this testimony (including whatever the appellees wanted in addition) and to have imposed upon him the further expense of vindicating issue taken with the Court's finding, by further printing, would, it is submitted, be as preclusive of an appellant's right-of-review as would have been the imposition of the \$50,000 supersedeas bond the docket entries of the Clerk below show were twice sought as a condition precedent to this Court's review.

*Prima facie*, the exhibits and testimony adduced by the appellants in the proceedings below are deserving of the appellees particularization of portions they regard to support the Court's findings.

4. The law of constructive trust to prevent unjust enrichment of the Plaintiffs Murphy and Nelson and the non-appealing Defendant Mary V. Bowes [by what amounts to not invoking the Statute of Frauds against Ritz' April 29 extension of the option and contract entered into by Jacob Wall's straws] is so manifestly fair and in good conscience that the appellants insist the rule of this jurisdiction in *Mandley v. Backer*, 121 F.2d 875, 876, 73 D.C. App. 412, 413 (1941) applies:

"It is \* \* \* a settled rule that if a person acquires title to lands by means of an intentionally false and fraudulent oral promise either to hold same for a specified purpose or to convey or reconvey to a designated individual and, having thus fraudulently obtained title, retains the property as his own, equity will regard such person as holding the property charged with a constructive trust and will compel him to fulfill the trust by conveying according to his engagement. In the cases in which the rule has been applied it is said that it is not the parol contract but the trust that is sought to be enforced.

That we think is precisely the case here. To permit the trust to be repudiated and the evil doer to retain the fruits of his fraud would be wholly at variance with the fundamental principles of equity. As was said by Chief Judge Stacy of the Supreme Court of North Carolina in *Ninch v. American Trust Co.*, supra (183 N.C. 33, 110 S.E. 665) in such cases it is not necessary that actual fraud be shown but only the establishment of such conduct and bad faith on the part of the defendants as would shock the conscience of the chancellor. If appellants' complaint states the truth, and on this motion it must be assumed it does, 'it would be strange indeed, if such conduct were beyond the reach of a court of Equity'."

#### ARGUMENT

The rule against champerty enunciated in *Peck v. Heurich*, 6 App. D.C. 273, 282, was affirmed by the Supreme Court of the United States in 167 U.S. 624. It has stood without restriction or revision for 60 years. Its purpose is to secure the public generally against the skills and confidences an attorney-officer of the Court might utilize unfairly for his own benefit. In the instant case, the plaintiffs Eugene X. Murphy and Rex K. Nelson who had served as attorneys in a preceding case Civil Action 1639-63 in the same Court seeking the identical declaratory judgment, were not only unethical in purchasing an interest (albeit the entire interest) in the subject matter (126 C Street, N.W.) of that previous litigation which they had abandoned by dereliction of the Rules of Court; but their fellow attorney [with whom they had had all the dealings leading up to the acquisition of a deed of special warranty for the subject real estate] (JA 245) that he had informed the plaintiffs below that there were rights of record by quit claim which would require immediate litigation. By the admission of the plaintiff Rex K. Nelson, it was agreed that the costs of that litigation would be borne

by him and his fellow plaintiff (JA 225) Eugene X. Murphy, notwithstanding the warranty of Mrs. Bowes.

This is champerty under *Peck v. Heurich*.

As to the Findings of the District Court: —

3. Finding of Fact numbered 3 is unsupported by the evidence. Recording was neither refused the deed of 1950 nor could it be, under the laws and practice of the Recorder of Deeds, D.C.

4. Finding No. 4 is clearly unsupported by the testimony of the witnesses Bartsch and Miller. They contributed to help save the property from foreclosure, and they accomplished it. As to the domicile of Signe Bartsch in the Bowes' "home" at 4017 21st Street, N.E., there is no evidence whatever. Mrs. Bowes said without corroboration that while Signe Bartsch lived temporarily at 116 C Street, she paid \$5.00 a week rent.

5. Finding No. 6 is unsupported by any evidence that Nelson ever surrendered the deed to Bartsch. The decision of the Court of Appeals is recorded at 196 A.2d 483, 484, and specifically states "Owner is not a technical term, and its meaning varies according to the context in which it is used. It does not necessarily mean the holder of the technical legal title."

6. As to Finding No. 7, the Court in fairness might have stressed that Mary Bowes did not keep her promises. She has not only failed to reimburse Wall or his estate, she has repudiated her obligation. Moreover, the Finding is misleading, for Mrs. Bowes' agent, Ritz (see Statement of the Case *supra*) entered into a contract with two who were acting as straws for Wall and thereby exercised his option.

7. Finding 9 appears strained. When Wall died October 1, 1965, Mrs. Bowes or Mr. Ritz was holding and still holds \$2,000 which Mr. Wall's attorney, Olender, identified as consideration for the September 3, 1965 contract. That Olender declined nomination as Executor should not work a justifiable forfeiture of that money.

8. Finding 10 is absolutely irreconcilable with the documents prayed to be judicially noted, and identified as Defendants' Exhibit No. 16 below.

9. There is absolutely no basis at all for the finding (No. 11) that the plaintiffs had a contract on April 12, 1966 for the purchase of 126 C Street, N.W., nor can the appellants concur in the finding (No. 12) that Nelson informed Bartsch of a *contract* to purchase the property from Mrs. Bowes, at the time (April 27, 1966) of their only meeting outside of these proceedings.

10. Finding No. 12 is also assailable on the ground that Mr. Bartsch was the only maker or person signatory to the Note secured by the First Deed of Trust on the premises 126 C Street, N.W. The payment of that note and of the Municipal Assessment obligations under the Deed of Trust was 95 percent of the "consideration" for the 1950 Deed which Mrs. Bowes never recorded. The Deed was therefore, *equitably* conditioned upon Mrs. Bowes' endorsement or payment in full of that Note. She never did this. Certainly, if Bartsch did not receive the consideration specified in the Deed of 1950 and immunity from suit by the Note holder as its only maker, Mrs. Bowes cannot honestly be said to have absolute unassailable title under said deed.

11. Finding No. 15 is unsupported by the evidence. Miss Miller does not "now claim" that the purchase of the note was made on behalf of LIPS. She testified that she was the owner of the note; that it was purchased with her own money and that she had not made any commitment, at the time of the trial, to give it to the Legal Integrity Preservation Society. Her purpose in purchasing same was to avert the last of the threatened foreclosures, which were almost bi-annual, but cannot accurately be described as made "on behalf" of LIPS.

12. There is no foundation for the 16th Finding that a duly organized corporation compliant with all the laws of the District of Columbia appears to be nothing more than the alter ego of anybody, far less Henry Bartsch, who could

not even pay for the revenue stamps normally required of a grantor by deed.

13. As to the other conclusions of Finding No. 16: they are either immaterial or conjectural.

### CONCLUSION

The appellants most respectfully pray the Court issue an Order vacating the judgment of May 15, 1966, in Civil Action No. 1251 - 66 of the United States District Court for the District of Columbia; and

ADJUDICATE the Appellees Rex K. Nelson and Eugene X. Murphy to have obtained and hold Deed and Title to Lot 19, of Square 574 otherwise known as 126 C Street, N.W., Washington, D.C., as constructive trustees of the Appellant, Legal Integrity Preservation Society, Inc. conditioned only upon the pay-off of the promissory note delivered by the Appellees to the party Mary V. Bowes.

And for their costs in this proceeding and the proceeding in the Court below to be awarded the Appellant, Legal Integrity Preservation Society.

Respectfully submitted,

LEGAL INTEGRITY PRESER-  
VATION SOCIETY, INC.

Appellant

*Subscribed Only as to Questions  
2, 3 and 4:*

R. KENNETH MUNDY  
*Attorney*

HENRY G. BARTSCH,  
*pro se, Appellant*



**BRIEF FOR APPELLEES**

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In the  
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United States Court of Appeals

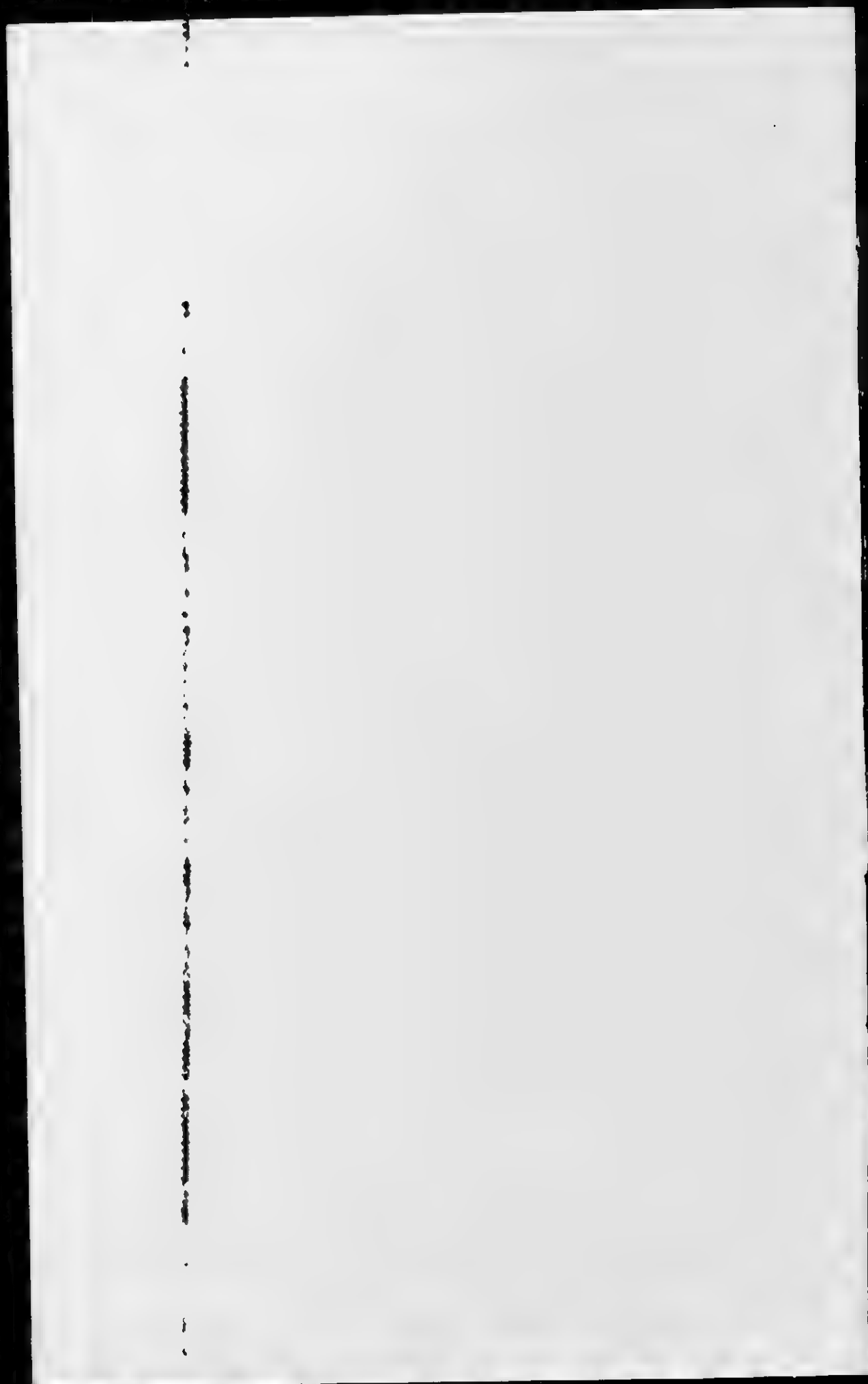
for the District of Columbia Circuit

EUGENE X. MURPHY  
REX K. NELSON

FILED JAN 19 1968

419 - 4th Street, N.W.  
Washington, D.C. 20001

*Nathan J. Paulson* Pro Se

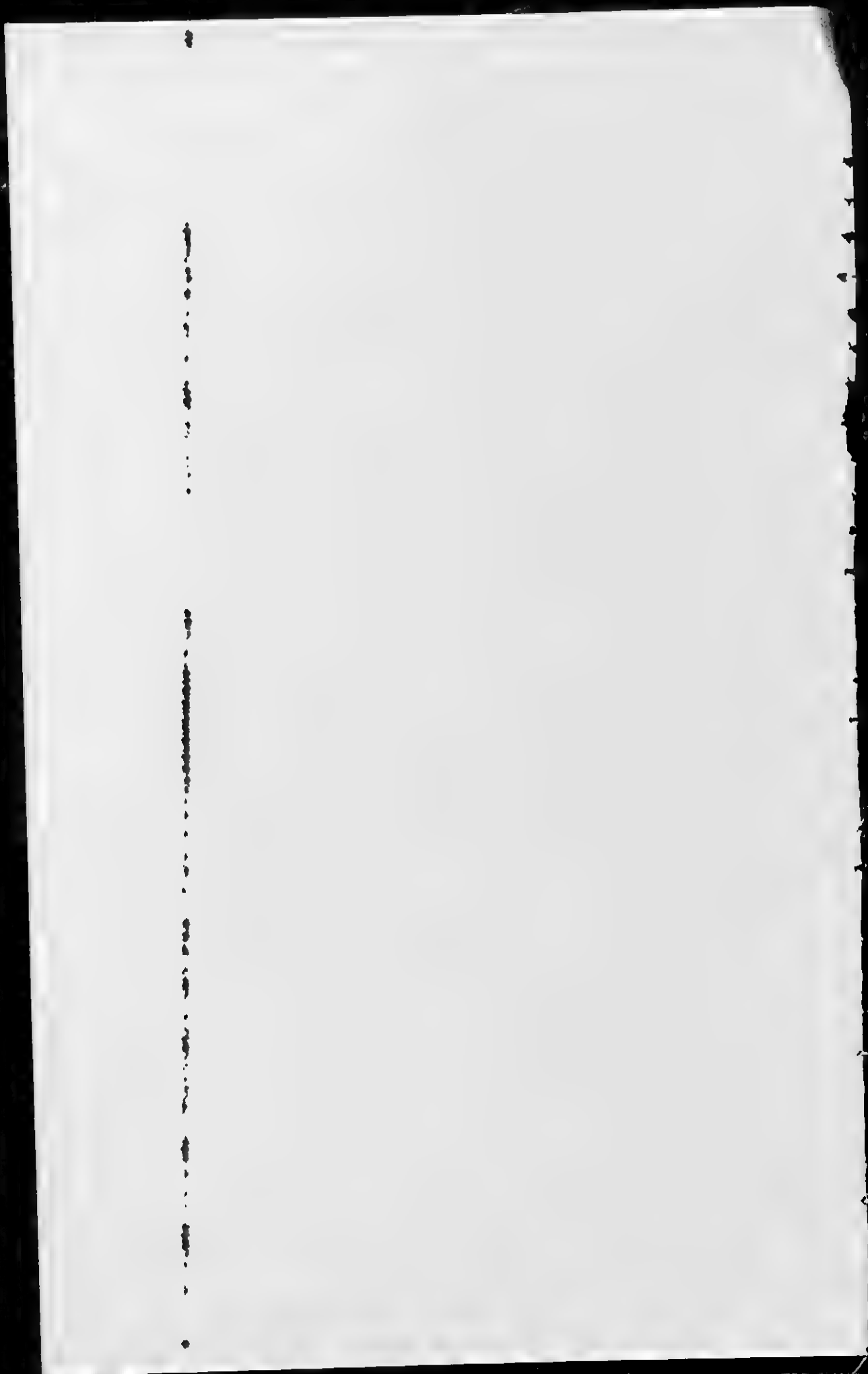


(i)

### STATEMENT OF QUESTION PRESENTED

In the opinion of appellees the question, if any, presented by this appeal is:

Whether appellees as purchasers of realty are entitled to an Order of the Court removing cloud on title and perfecting title where the owner whose deed was not recorded sold the property to appellees, but before the owner could execute her warranty deed the former owner who had sold the property to her executed and recorded a quitclaim deed purporting to convey an interest which he did not have to a corporation he had organized.



(iii)

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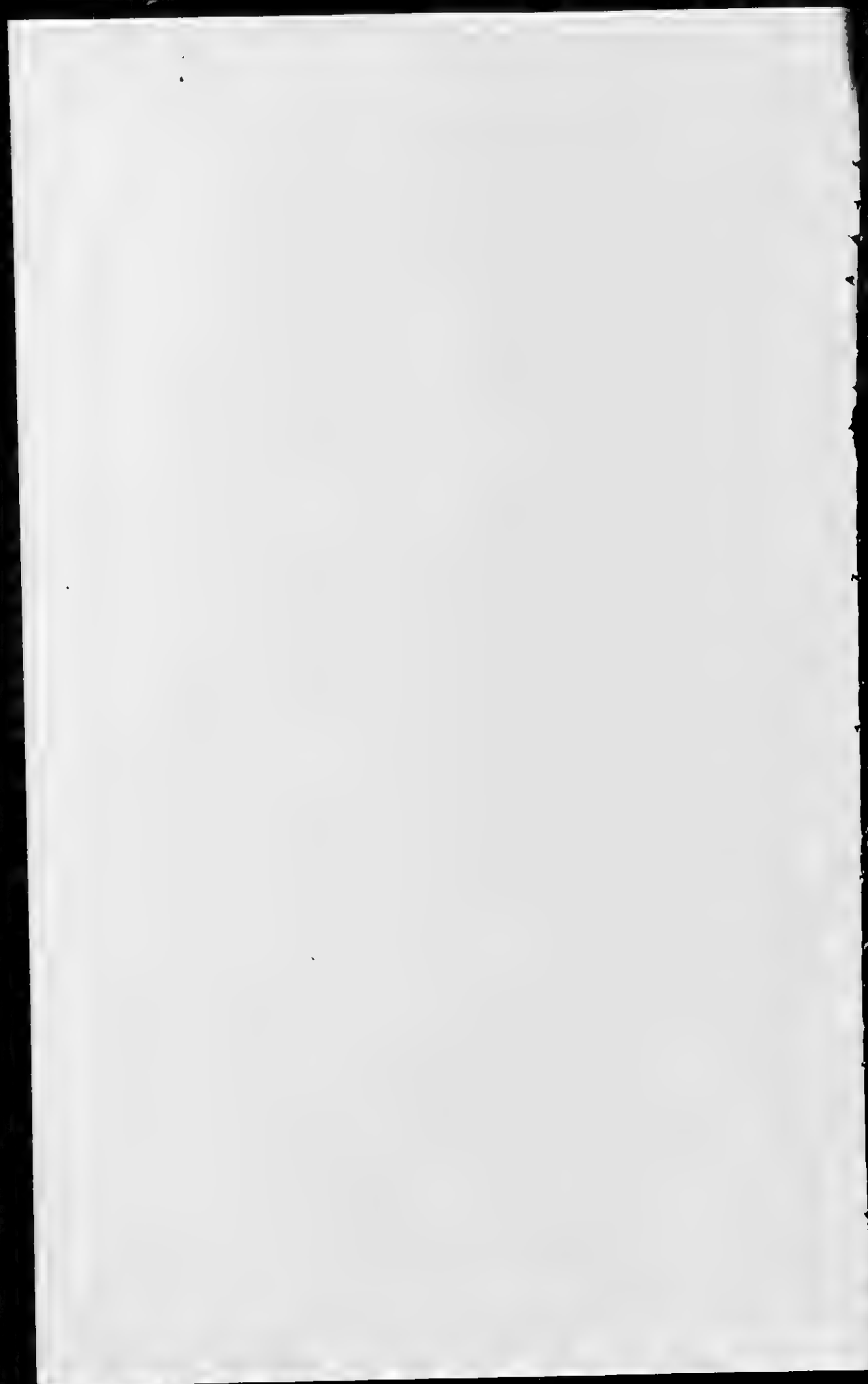
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In the  
**UNITED STATES COURT OF APPEALS**  
For the District of Columbia Circuit

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No. 20995

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LEGAL INTEGRITY  
PRESERVATION SOCIETY INC.,  
*Appellant,*

v.

EUGENE X. MURPHY,  
REX K. NELSON,  
*Appellees.*

---

No. 21093

---

HENRY G. BARTSCH,  
*Appellant,*

v.

EUGENE X. MURPHY,  
REX K. NELSON,  
*Appellees.*

**BRIEF FOR APPELLEES**

**COUNTERSTATEMENT OF THE CASE**

The Suit

Appellees filed this action seeking declaratory relief to remove cloud on title and an adjudication of ownership in improved property located at 126 C Street, N.W., in the District (JA 6, 7, 8). Appellees grounded their claim on a contract to purchase and a subsequent warranty deed

to them from the owner, Mary V. Bowes, who purchased the property from Henry G. Bartsch in 1950. Bartsch and Bowes were joined as nominal parties defendant. The Legal Integrity Preservation Society Inc., hereinafter identified for the sake of convenience as "LIPS" (meaning to speak), was named a defendant because it was the grantee of a quitclaim deed executed and recorded by Bartsch with the Recorder of Deeds on April 29, 1966.<sup>1</sup> Bartsch and LIPS appeal from a judgment below voiding the quitclaim deed and adjudicating appellees owners of the property.

### The Case

Henry G. Bartsch purchased premises 126 C Street, N.W., in March 1947 taking title in his sole name. Marital problems and threatened foreclosure led to a sale of the property to Mary V. Bowes, a widow, and by warranty deed of May 31, 1950 he conveyed the property to her subject to a first trust of about \$13,200.00 (JA 192). Bartsch's wife had sued him for real estate fraud and refused to join in the conveyance. The Title Company would not pass title without her signature and the deed was not recorded. Mrs. Bartsch later extinguished her dower rights by obtaining an absolute divorce. The deed, nevertheless, was never recorded.

In 1963 Bartsch was criminally charged in the Court of General Sessions with D.C. Housing Code violations at 126 C Street. He defended pro se on the ground he was not the owner and promptly filed a complaint in the District Court below asking for a declaratory judgment of owner-

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<sup>1</sup> LIPS is a District of Columbia non-profit and charitable institution organized by Bartsch in 1951 to clear up corruption in the bar — particularly in the District Court. (JA 211) Bartsch has been president since organization and Wilma Miller secretary-treasurer. The corporation has had no regular business meetings, no office, no bank account and no records (JA 33. Finding of Fact 16). Bartsch and Miss Miller reside at 3401 - 34th Street, N.W. (JA 171, 172).



ship in Mary V. Bowes. He proffered that complaint as evidence of non-ownership at trial. The court refused the proffer and convicted him. He appealed and obtained a reversal. Upon retrial (and represented by counsel) the deed to Bowes was offered into evidence and he was acquitted. Mary Bowes then was charged and convicted as owner of the property of the same violations. She did not appeal. The government, meantime, condemned the premises.

Immediately after leaving court on his retrial Bartsch, "representing" both Mary Bowes and his friend, Jacob Wall, hand drafted a 1-year option for Wall to purchase the property, 126 C Street, and procured and witnessed Mary Bowes' signature to the option.<sup>2</sup> Mrs. Bowes was leaving for Florida and he suggested the option in case something happened to her and he would have "evidence" to show her children. He then had Mrs. Bowes give him the deed to her property (unrecorded) as "security for consideration" (JA 195) and he gave it to Wall as "security" since Mrs. Bowes then would "have nothing to convey" (JA 185). The deed was never returned to her. Her demands for its return were ignored by Bartsch and Wall and it was found in Wall's lock box after his death.<sup>3</sup>

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<sup>2</sup>The option, dated February 20, 1964, provided that if Wall failed to exercise the option Mary Bowes would *reimburse* him for "all such sums as he has and does pay on said first trust and on taxes and assessments" (JA 31). Bartsch attended law school three years. He was not a member of the bar, but represented Bowes and Wall without fee (and had done legal research for the poor), but he had been a patent attorney (JA 172).

<sup>3</sup>Bartsch met Jacob Wall in 1958. He had a "feeling" Wall could help him. Wall was expected to be the largest "contributor" to the LIPS organization. Wall too had domestic problems and became a "recipient" (JA 106).

In April 1964 Wall asked his sister-in-law, Mary Ann Powpowsky, to loan him money to pay off a balance due on the trust on 126 C Street. He had information the property was about to be "taken away from Bartsch" (JA 140).<sup>4</sup> Mrs. Powpowsky and her husband; Mrs. Wall's brother, made the loan and paid off taxes and the mortgage balance in the sum of \$2,088.54 by check dated April 13, 1964 direct to P. J. Walshe who was collecting for the note holder.

Wall died testate October 1, 1965 without having exercised his option to purchase the property (JA 32. Finding of Fact 9). The will had been executed May 5, 1965, some two months even and more after the option had expired, and it contained a \$5,000.00 bequest to Bartsch from his interest in 126 C Street.<sup>5</sup>

By contract dated April 12, 1966 appellees entered into written agreement with Mary Bowes to purchase 126 C Street making a deposit of \$500.00 on the purchase price of \$21,500.00.<sup>6</sup> Thereafter appellee Nelson, on the occa-

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<sup>4</sup>Bartsch did NOT own the property, but he intended it as a permanent home for LIPS at some undetermined future date (JA 30, Finding of Fact 5) (JA 175).

<sup>5</sup>The bequest read as follows: "TWELFTH, I give, devise and bequeath from my interest or the proceeds of my interest in the premises known as 126 C Street, N.W., Washington, D.C., the amount of \$5,000.00 (Five Thousand Dollars) to Henry G. Bartsch." Wall also tried to devise property held as tenants by the entirety and named three executors. All disavowed their function. Mrs. Wall's brother then "purchased" an outstanding judgment against Wall and petitioned for Letters CTA as a creditor. Wall's estate has asserted no claim against the property or Mary V. Bowes personally in connection with any "interest" (JA 32. Finding of Fact 10).

<sup>6</sup>Mary Bowes was represented by attorney Michael Ritz a member of the bar and former corporation counsel at all times during negotiations for purchase of the property and all negotiations of any nature were conducted by appellees with Ritz.

sion of a conversation with Bartsch, mentioned the fact they had contracted to purchase his old home for an office since their present location, 211 C Street, N.W., has been taken under condemnation for the inner-loop roadway. Bartsch forthwith executed a quitclaim deed conveying "whatever interest he had" in 126 C Street to LIPS. He had Miss Miller purchase the revenue stamps and record the deed April 29, 1966. He had not put any money in the property since he sold it to Bowes (JA 193). In executing the quitclaim deed he was acting as "trustee" for LIPS and conveyed whatever interest was left to him by Wall (JA 193).<sup>7</sup>

On June 28, 1966 Bowes executed a warranty deed conveying the property to appellees (JA 57). It was recorded but the Tax Division of the District Government could not recognize appellees as owners because of a lack of continuity of title with the Recorder of Deeds (JA 93, 94).

Bartsch, pro se, made two defenses to appellees' complaint to clear title. In his "FIRST DEFENSE" he admitted sale of the property to Mary Bowes and execution of the quitclaim deed to LIPS. He otherwise generally denied. He asked for no relief and made no claim (JA 15, 16, 17). LIPS' answer was similar to and adopted Bartsch's answer and made no claim (JA 17, 18, 19). Bowes admitted the allegations of the complaint and asked that the relief prayed by appellees be granted (JA 19, 20).

At pre-trial Bartsch "contended" various people had assisted in payments on the trust note on behalf of LIPS and that LIPS was entitled to an equitable interest. His efforts to inject "champerty" into the case was rejected. LIPS contended it had two sources of "interest" in the property,

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<sup>7</sup>Wall's bequest was interpreted by Bartsch to mean he actually meant the money for the "WALL FOUNDATION" since Wall knew Bartsch's creditors prevented him from taking title to anything (JA 194). The "WALL FOUNDATION" as a name chosen by Bartsch as a successor "name" for LIPS.

(1) voluntary contributions by persons on behalf of LIPS to preserve Bowes' ownership and (2) the interest of Wall in the approximate sum of \$5,000.00 by virtue of Bartsch's quitclaim deed. LIPS "asked" a constructive trust to the extent of the interest delineated (JA 26).

### The Trial

Appellee Murphy recited pre-trial order stipulations covering title to the premises from Bartsch to Bowes. He testified appellees had contracted with Bowes to purchase the property for \$21,500.00 and that she deeded it to them June 28, 1966. The deed was recorded. Mary Bowes identified her signatures to the contract and deed as well as a photostate copy of the deed to her from Bartsch (JA 60). All three documents went into evidence.

Appellees objected to examination of Bowes with respect to her mortgage payments on the ground no issue had been raised to make such evidence relevant (JA 64, 65).<sup>8</sup> The Court permitted further examination on payments and her finances. She claimed she maintained the property herself and borrowed money for that purpose from no one except her son (JA 65).

Charles C. James, Tax Division, District Government, testified his office could not recognize appellees as owners because of a lack of continuity of title with the Recorder of Deeds (JA 94).

Wilma Miller, called by LIPS, proffered testimony concerning payments allegedly made by various people, some dead, to the property mortgage holder to prevent threatened foreclosures. Appellees objected again on the ground

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<sup>8</sup>The Court asked Mr. Munday, LIPS' counsel, for his theory of the case. Mundy stated LIPS was *NOT* contesting title, but was seeking to impress a constructive trust to the extent of any interest conveyed by Bartsch's quit claim deed and such contributions as may have been made by anyone on behalf of LIPS (JA 68).

of hearsay and that it was not germane to the issues. The Court expressed doubt the issue was before the court but stated such testimony would be received subject to materiality and relevancy and that it would be evaluated upon conclusion of the case (JA 94, 95).

Miss Miller then testified that although she had not spoken to Mary Bowes since 1950 she nevertheless drew checks from time to time on her personal account as and when requested by Bartsch (and payable to Bartsch) for what she understood was maintenance of the property and that she "intended" such contributions to be for LIPS. She also paid the Powpowskys \$2,414.83 for the cancelled deed of trust on the property they received when they loaned Wall the money to pay off the note. Bartsch had told her the Powpowskys were "desperately in need of money" and "would foreclose on 126 C Street unless this trust was taken up" (JA 111, 112).<sup>9</sup>

On this state of the pleadings and evidence the court found as fact that contributions by Miss Miller and Bartsch's mother, Signe Bartsch, deceased, if any, were uncertain of sum and purpose (JA 30) and concluded as a matter of law that LIPS had failed to establish any claim that would cloud title to the property (JA 37). The Court also found that Bartsch acquired no interest in the property under Wall's will since Wall failed to exercise his option to purchase prior to his death, and, in any event, Mary Bowes had agreed to reimburse Wall for expenditures, if any, he might make if he did not exercise the option (JA 35).

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<sup>9</sup>Miss Miller was somewhat misinformed. The Powpowskys loaned the money to Wall who had them pay it direct to the note holder. They paid \$2,090.00 including interest and taxes (JA 143, 144), and then had a "cancelled" note which could NOT be used to foreclose. They, however, "sold" it to Miss Miller for about \$2,500.00, which included two years interest on the cancelled note and a repair bill. They included "interest" because Wall promised to repay them "with interest" (JA 145, 146).

The Court accordingly concluded as a matter of law that Mary Bowes had good and sufficient title to convey and that appellees were entitled to relief (JA 37). The Court entered judgment vesting title in appellees and nullifying the quitclaim deed executed by Bartsch (JA 38, 39).

### SUMMARY OF ARGUMENT

Mary Bowes had good title to the property by virtue of her purchase and warranty deed from Henry G. Bartsch. The quitclaim deed he executed and recorded after learning of her intention to sell the property created a cloud because Mary Bowes never recorded her deed and there was no continuity of title from Bartsch, through Bowes to appellees with the Recorder of Deeds. Bartsch had no legal interest in the property in his own right and he tried to quitclaim a bequest from Jacob Wall. Wall had no interest in the property and the bequest failed and Bartsch's quitclaim deed was a nullity and served only to cloud title. Appellees were entitled on the uncontradicted evidence to a judgment removing cloud and establishing clear ownership.

### ARGUMENT

Appellant Bartsch assigns no errors. Appellees accordingly direct their attention to the assignments by LIPS.<sup>10</sup>

The first six of LIPS' eleven assignments appear concerned with failure of the court to impress a trust on the purchase money. No. 7 appears to be an allegation of insufficiency or evidence, and it also appears that No. 8 is more in the nature of an argument in support of No. 7 than an assignment, i.e., that appellees were not bona fide purchasers. No. 10 and 11 apparently deal with champerty.

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<sup>10</sup> Appellees have pending before this Court a motion to dismiss Bartsch's appeal on the ground he was a nominal party defendant below and had no point to raise on appeal. Action on the motion was reserved pending a hearing on the merits.

LIPS subscribed ONLY to Questions 2, 3 and 4, in appellants' joint brief. Question 1 must accordingly be attributed to Bartsch. Bartsch made no assignment of such error, however, but LIPS did and makes argument thereon. The assignment and argument are not well taken since the subject of champerty was never before the court.<sup>11</sup>

#### The Matter of Title

The evidence before the Court by stipulation was that Bartsch acquired the property in 1947 subject to his then wife's dower interest and that he conveyed it to Mary Bowes by warranty deed in May of 1950; that Bartsch's wife subsequently divorced him making no claim for a dower interest in the property; that in April 1966 Bartsch quitclaimed whatever interest he had to LIPS and that appellees in June of 1966 recorded Mary Bowes' deed to them.

The evidence adduced by testimony and documents was Bowes' testimony she had not alienated the premises since her purchase and until her conveyance to appellees. She identified a photostate of Bartsch's deed to her as a true copy as well as her signatures on the sales contract and warranty deed to appellees. She testified it was her act and deed.

Bartsch testified he had acquired no interest in the property in his own right since he sold it to Mary Bowes, but that he did acquire an interest through Jacob Wall's will which he quitclaimed to LIPS. Bartsch, accordingly, had no interest in the property or sales proceeds. The sole remaining ques-

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<sup>11</sup> Bartsch attempted to interject an issue of champerty at pre-trial. His proposal was rejected by the pre-trial examiner and Bartsch took no exception. It accordingly became the order of the Court under the rules. In any event there was no champerty. Bowes was represented by her own counsel and all negotiations for purchase were conducted with him. This litigation was necessitated only by Bartsch's quitclaim which conveyed no interest and the unexplainable refusal of the Administrator of Wall's Estate to return her deed to her.



tion then was what interest, if any, Bartsch had conveyed by his quitclaim deed that might cloud title.

It is a matter of record in the court below that Wall bequeathed \$5,000.00 of his "interest or the proceeds of his interest" in the property to Bartsch. Wall let his option to purchase lapse. He died without having acquired any interest in the property and the bequest to Bartsch was meaningless. LIPS, therefore, acquired no interest through Bartsch's quitclaim deed that might cloud title. In any event LIPS *DID NOT* contest title, simply the right to some portion of the proceeds of the sale. Appellees accordingly had good title to the property, but their difficulty was that Mary Bowes did not record her deed. Bartsch, Wall and, later, Wall's Administrator, all refused to return her deed to her apparently on the assumption she could not sell the property without it.<sup>12</sup> The chain of title with the Recorder's office was not continuous and the District Government could not recognize appellees as owners.

The judgment of the Court declaring title and removing the cloud has full and uncontradicted support in the record.

#### The Matter of a Constructive Trust

Appellees objected to evidence pertaining to contributions, voluntary or otherwise, by various persons on second-hand information, some deceased, to forestall threatened foreclosures on the ground it was not germane to the issues before the Court. The Court then inquired:

THE COURT: If I want to borrow \$10,000 from you to liquidate a debt, do you get a constructive trust?

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<sup>12</sup> Bartsch "intended to buy (the property) back from her or work out something" as a home for LIPS (JA 175). Wall's administrator refused to honor a writ of replevin duly served even though it was not the property of the estate and the estate made no claim against Mary Bowes or the property.



MR. MUNDY: Yes, Your Honor, because they were paying to this specific piece of property and there is a constructive trust that arises in this specific piece of property.

\* \* \*

Now, TITLE WE ARE NOT CONTESTING, but there is right and there is interest in this property in Mr. Bartsch and in the defendant Legal Integrity Preservation Society.

Appellants made no affirmative claim by answer to the complaint. They made "contentions" at pre-trial that "contributions" by various people created a trust, but the pleadings were not amended to state affirmative claims. At trial appellants proffered testimony over objection with respect to indefinite, vague, uncertain and varying amounts of money allegedly "contributed" by persons, some deceased, to preserve Mary Bowes' ownership in the property. The Court, addressing itself to Mr. Mundy, stated:

Well, in order not to delay it — I haven't seen your memo (Mr. Mundy's memo) — I will take all this testimony. Then we will sort it out later. I will take it subject to connection, subject to materiality and relevancy. Go ahead, let's get it in the record, and I will look at it later.

The appellants then were given full opportunity by the Court to present any and all relevant evidence in support of their allegation of a constructive trust. The Court took pains to discuss the attributes of a trust (JA 34) citing the *Restatement of the Law of Trusts*, Vol. 2, p. 1249; *Restatement of the Law of Restitution*, § 160, p. 640; Bogert, *Law of Trusts*, p. 208 4th Ed.; *Beatty v. Guggenheim Exploration Co.*, 225 N.Y. 380, 122 N.E. 378 (1919); and Cardozo, J.: "A constructive trust is the formula through which the conscience of equity finds expression", and then discussed LIPS' possible interest from only two sources possible, i.e., Bartsch's quitclaim deed and "contributions" made on behalf of the philanthropic organization (JA 35, 36).

It is uncontradicted on the record that Wall *DID NOT* acquire the property during his lifetime and since Bartsch had no other claim to an interest his quitclaim deed conveyed no interest to LIPS. The record supports the Court finding without contradiction with respect to Wall's interest (JA 35):

Under the circumstances we conclude that Wall held no interest in the property which he could devise to Bartsch and that Bartsch accordingly had no interest which he could quitclaim to LIPS.

The Court then turned its attention to the interest LIPS claimed to have derived from Mrs. Signe Bartsch and Miss Wilma Miller (JA 35, 36). The interest of Signe Bartsch and Miss Miller are to be weighed in the light of Bartsch's activities in connection with the property and the court had a very complete picture.<sup>13</sup>

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<sup>13</sup> Bartsch had marital and legal problems with his wife. He was jailed repeatedly for contempt (JA 174) and he stayed outside the jurisdiction, in Maryland, for about 10 years to avoid arrest, occasionally "sneaking" into the District (JA 179). Mary Bowes loaned him money to pay alimony and she made payments on 126 C Street before he deeded it to her (JA 174). He went with her when she borrowed money on one of her properties. She intended borrowing \$1,000. He persuaded her to borrow \$2,000 and some of it went to "settle up with (his) wife" (JA 82). He borrowed about \$1,300 from Mary Bowes and gave her a promissory note. He made no payments but didn't believe he owed her much, if anything, at present. (He *DID NOT* make responsive answer when asked if it were not a fact that the contributions intended for LIPS were in fact repayments on Mrs. Bowes loan to him) (JA 202). He testified on deposition that his mother owed Mrs. Bowes \$300 or \$400. On reflection he would change his testimony to say Mrs. Bowes had made good on one of his mother's checks for about \$175.00 (JA 203). Bartsch's mother lived substantially rent free in Mrs. Bowes' house for some time. He organized LIPS and was its first and only president (JA 171). They wanted 126 C Street for a home for LIPS and intended to "buy it back" or "work out something." (JA 175). He was given opportunity to buy, but did not buy. He "represented" both Mary Bowes and

Bartsch apparently wanted to avoid assets in his name because of creditors and his purpose was to acquire in some manner the property in the name of LIPS. He thought he could prevent any sale of the property by Mary Bowes so long as Wall had possession of her unrecorded deed, and so they refused to return it to her. It is also apparent he felt he could control Mrs. Bowes and maintain a status quo of the property until "something could be worked out." She was 70 years of age at time of trial and had been in poor health for some time. Miss Miller's "contributions" on behalf of the "eleemosynary (and) charitable institution" (LIPS) were drawn on her personal account and payable to Bartsch.

LIPS acquired some funds through solicitations in Charles County, Maryland, where Bartsch lived to avoid the processes of the court below. These funds went into his mother's bank account (JA 212). LIPS had no regular meetings, no records, no office and no bank account (JA 211). Bartsch knew of only two people to whom LIPS had advanced money, Wall and Mary Bowes (JA 211). Wall repaid his loan (JA 211). On this state of affairs, then, the Court below made the following observation in Fact No. 16 (JA 33):

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Jacob Wall in drafting and procuring her signature on the Wall option to purchase. He had Mrs. Bowes give her unrecorded deed to Wall so she could not sell the property. (JA 185). He felt Wall could help him (JA 182). Wall was expected to be the "greatest contributor". He had domestic problems, however, and they had to help him. He died before he could contribute (JA 106). Wall tried to help Bartsch. Wall had his relatives pay off the balance due on the trust note (JA 140). (Bartsch didn't own the property and couldn't lease it). Bartsch then had Miss Miller buy the "cancelled" note from Wall's relatives to save the property from "foreclosure." She paid the amount Wall's relatives had paid to the note holder plus two years interest on the "cancelled" note plus a repair bill (JA 111, 147). Both Bartsch and Wall ignored demands by Mary Bowes for return of her deed (JA 86).

For all practical purposes the corporation would appear to be nothing more or less than the alter ego of Henry G. Bartsch, used from time to time for his personal undertakings.

The Court also stated (JA 36):

The only reasonable conclusion at which this Court can arrive and which does in large part dovetail with the Bowes testimony, is that whatever payments, if any, were made by Wilma Miller and Signe Bartsch were advances for her personal account for which she may owe them reimbursement.

The Court then went on to comment (JA 36):

Due to the strong policy of the law in favor of security of title in land the courts generally are reluctant to disturb ownership by such devices as constructive trusts and require clear and convincing evidence to support such a remedy. In the present case the evidence is neither clear nor convincing. Merely making some contributions toward payment of the deed of trust note is not in and of itself a sufficient basis for impressing a trust. (citing *Elmer Co. v. Kemp*, 67 F.2d 948 (9th Cir. 1933); *Leake v. Garrett*, 667 Ark. 415, 268 S.W. 608 (1925); *Hughes v. Helzer*, 182 Or. 205, 185 P.2d 537 (1947)).

LIPS actually makes *no* ARGUMENT in its brief on the assignments with respect to a constructive trust. Reference is made to a recorded case in the SUMMARY OF ARGUMENT. It is not in point. The assignments are accordingly waived. The balance of LIPS' argument, outside champerty, consists of criticism and observations on the Court's Findings of Fact. No assignment was made that any Finding of fact was so clearly erroneous as to warrant a reversal. LIPS' "contentions" therefor are not in any wise supported by any argument.

The Judgment of the Court DOES NOT foreclose any rights existing between any and all parties concerned with the financing and maintenance of the property prior to

acquisition of title by appellees. Whatever their rights and remedies they are at perfect liberty to proceed.

# CONCLUSION

The appeal of the appellants is frivolous. The Court's Findings of Fact and Conclusion of Law, and Judgment, are fully supported by the record and should be affirmed.

Respectfully submitted,

EUGENE X. MURPHY  
 REX K. NELSON

410 - 4th Street, N.W.  
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*Pro Se*

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IN THE  
**United States Court of Appeals**

FOR THE DISTRICT OF COLUMBIA CIRCUIT

---

**No. 20,995**

HENRY G. BARTSCH, *Appellant*,

v.

EUGENE X. MURPHY and REX K. NELSON, *Appellees*,

MARY V. BOWES, *Intervenor*.

---

**No. 21,093**

LEGAL INTEGRITY PRESERVATION SOCIETY, INC., *Appellant*,

v.

EUGENE X. MURPHY and REX K. NELSON, *Appellees*,

MARY V. BOWES, *Intervenor*.

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PETITION FOR REHEARING ON PER CURIAM ORDER OF  
JULY 3, 1968

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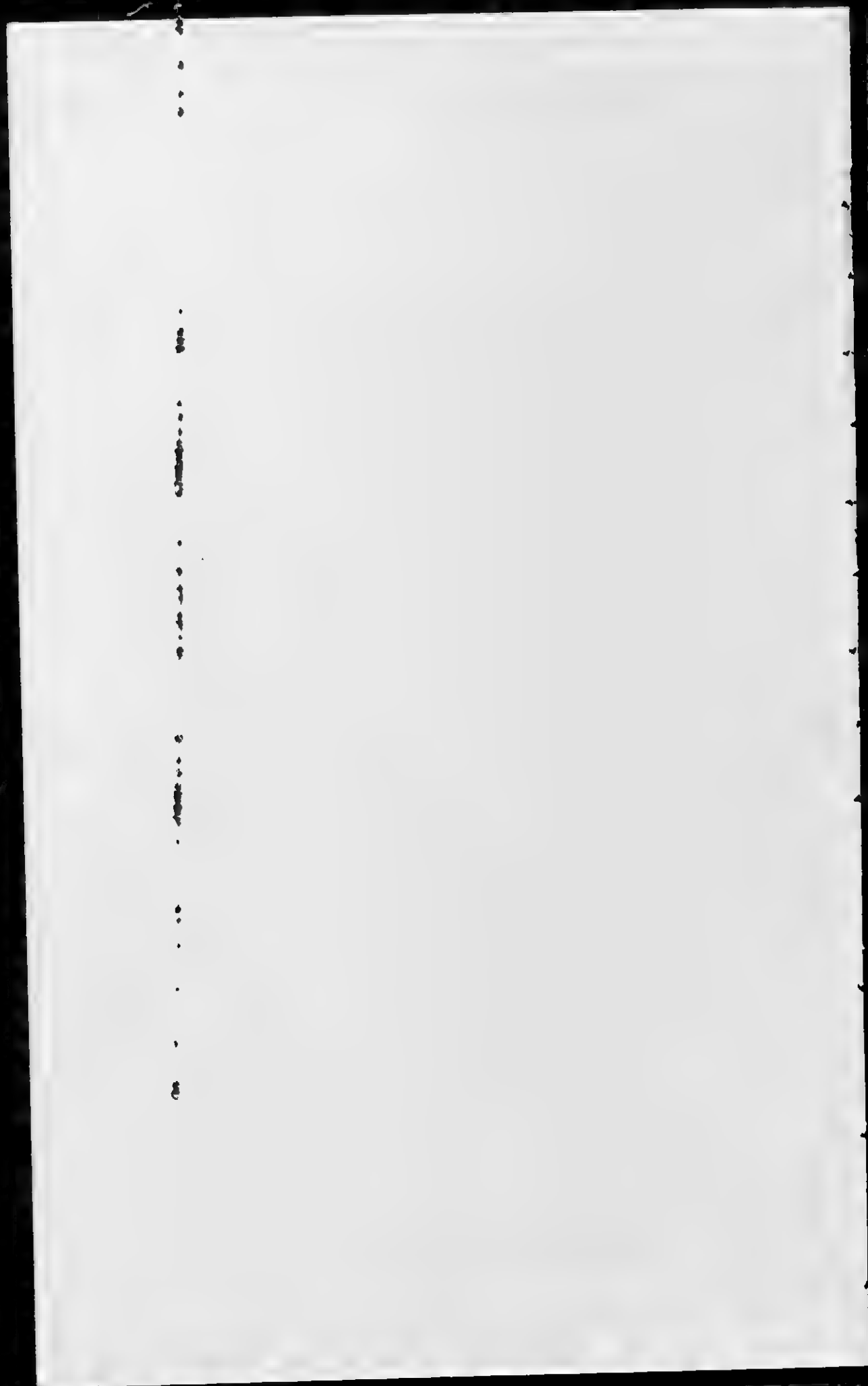
United States Court of Appeals  
for the District of Columbia Circuit

FILED JUL 18 1968

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IN THE  
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MARY V. BOWES, *Intervenor*.

---

**PETITION FOR REHEARING ON PER CURIAM ORDER OF  
JULY 3, 1968**

The Legal Integrity Preservation Society, Inc., by its counsel, and Henry G. Bartsch, pro se, respectfully solicit reconsideration and supplementation or modification of the per curiam Order of July 3, 1968 herein dismissing the Appeal of the Legal Integrity Preservation Society, Inc. and affirming the appealed judgment of the District Court against the appellant, Henry G. Bartsch.



Specifically, your petitioners pray that the United States Court of Appeals for the District of Columbia Circuit rehear and expressly rule upon the *challenged standing* of the appellee-plaintiffs Rex K. Nelson and Eugene X. Murphy to have brought and maintained the suit below in Equity and to have sustained the judgment entered May 12, 1967 with costs against the appellant defendants Henry G. Bartsch and the Legal Integrity Preservation Society, Inc.

Your petitioners believe the rule of law for this jurisdiction to be that

(284) "We must regard an agreement by any attorney to undertake the conduct of a litigation on his own account, to pay the costs and expenses and to receive as his compensation a portion of the proceeds of the ( x x x ) thing in dispute as obnoxious to the law against champerty".

*Peck v. Heurich*, 6 App. D.C. 273, 284 affirmed 167 U.S. 624

. There, as in the case here at bar:

† (284) "The very thing in dispute was conveyed or sought to be conveyed in advance to the attorney to conduct the litigation on his own account and at his own cost and expense."

The record in this cause shows the standing of the plaintiffs to have been challenged in the defendants' Answers (JA 17, 19) to the Complaint; renewed and explained in detail at Pretrial (JA 24); formally moved at Trial (JA 49, 50, 114) and specifically re-presented for this Court's determination on appeal (Appellant's Brief pp. (i) 8, 9, 10, 11, 12, 15). The per curiam Order of July 3, 1968 neither rules upon the issue of appellee-plaintiffs standing to sue and sustain the District Court's judgment, nor does it offer any explanation for the absence of such ruling therein.

If the omission was an unintentional oversight, petitioners respectfully ask that the July 3, 1968 Order be amended.

If the Court regarded the question of standing to be immaterial or irrelevant, petitioners respectfully ask that the July 3, 1968 Order be amended to so state.

If the Court concluded that the petitioners, for procedural or any other reason, were without right to raise the question of standing, the petitioners respectfully ask that it be so stated in a new Final Order in this Appeal.

If the Court regards the rule in *Peck v. Heurich* to be inapplicable to the facts and issues of the case at bar, the petitioners respectfully ask that the rationale of that conclusion be set out.

If the Court, for reasons of public policy, intended simply to abrogate Rule of Champerty in this jurisdiction by ignoring the question, your petitioners need, and are entitled, to be so informed.

The matter is of substantial concern to the appellants and it is of unquestionable interest to the Legal Profession in its service and relation to the Public. Your petitioners deem the matter to be of sufficient importance to merit formal application for a Writ of Certiorari to the Supreme Court of the United States. Without more information than can be gleaned from the per curiam Order of July 3, 1968, your petitioners stand critically handicapped and precluded from succinct presentation of the case in conformity with the rules and practice in the Supreme Court.

In connection with this petition, the Court should especially note:—

1. On September 3, 1965, Bowes' attorney Ritz accepted \$2,000 from Wall's attorney, Jack Olender, as consideration for "getting the contract pursuant to the option".

Settlement was to be held in 60 days from September 3, 1966. "The contracting purchasers were Mark Mobile Homes, Inc. and John A. Klingerman." They were represented as straw parties for Jacob Wall. (JA 23, 51-52)

2. Jacob Wall died testate on October 1, 1965, devising and bequeathing \$5,000 of his interest (*his entire investment*) in 126 C Street to Bartsch. Bartsch testified that Wall's intent was to vest this interest in Bartsch as trustee of the Legal Integrity Preservation Society, Inc., which Society was agreed by its directors to be renamed the Wall Foundation. (JA 193, 194)

3. Ritz, Murphy and Nelson have sought to make their entire case upon the disclaimer suit filed by Henry Bartsch (CA 1639-63) (JA 9-14). The option agreement between Jacob Wall and Mary V. Bowes and her coincident surrender to Wall of the unrecorded 1950 deed took place on *February 20, 1964, a month after* the District Court's voluntary dismissal of that suit and the counterclaim filed therein by Murphy and Nelson as Bowes' attorneys seeking *the same declaratory judgment in Bowes' name as they* demanded in Civil Action No. 1251-66 as *plaintiffs pro se*.

4. The Court should recognize that nothing in the earlier suit (CA 1639-63) works any estoppel vs. legal or equitable rights of Bartsch accruing *after* January 20, 1964, nor against Jacob Wall, nor the Legal Integrity Preservation Society, nor the noteholder secured by the First Deed of Trust of record.

Likewise, the Court should note that not only has Bowes failed to repay Wall or his Estate as provided in the "option" agreement of February 20, 1964, she has not paid one cent on the First Trust indebtedness, taxes and repairs of 126 C Street from February 20, 1964 up to the time of this litigation, and she contends she owes no one anything.

5. Ritz was well informed of Wall's death; was well informed of the provision for Bartsch in the Wall will

filed for probate in Administration No. 116909; and of the fact that an Administrator CTA had not been appointed. Ritz knew that under equitable principles, the last date for performance of the September 3, 1965 contract (which had more than a month to run when Wall died) should have been tolled until the Wall estate had a Court appointed Administrator CTA with authority to perform the contract.

*Instead*, Ritz worked up a plan with Murphy and Nelson to *re-sue Bartsch* and he obtained their agreement to do so at their expense. (Letter of April 22, 1966 of Ritz to Mattingly judicially noticed by the Court as genuine in denial of Motion to Advance entered March 5, 1968; and p. 2 of "Contract" placed in the record as Plaintiffs' Exhibit #1 pursuant to Court Order of April 19, 1968.)

Nelson testified on oath at Trial, April 11, 1967 (JA 254) that he did not threaten to sue Bartsch on April 27, 1966; that he had no reason to sue him. (JA 254) Ritz and Murphy, members of the bar of the District of Columbia were present. By their silence as Officers of the Court, they sanctioned and corroborated this testimony. The Court cannot in self-respect overlook that neither Nelson, Murphy or Ritz can deny that Nelson and Murphy *were under agreement (as the sole actual consideration for the Contract of April 22, 1966) to "establish title by litigation against the record owner."* (Bartsch)! Not one cent was received from Murphy and Nelson until Ritz in person took a Murphy and Nelson law firm check to their bank and "cashed" it (Plaintiffs' Exhibit #5) on June 28, 1968, more than six weeks *after* the suit at Bar had been filed for Declaratory Judgment against Bartsch.

6. Under all the circumstances of this case, for Bartsch to have yielded to the strategy of Murphy and Nelson without protecting the interest of the Legal Integrity Preservation Society, Inc., would have been a breach of his trust as an officer of that Society.

Should the District Court or the U.S. Court of Appeals for the District of Columbia Circuit be of the opinion that in today's moral and professional climate the Rule of Champerty of Peck v. Heurich is mature for abrogation, certainly the judicially noticeable conduct of the attorneys Ritz, Murphy and Nelson in this cause hardly qualifies *this case* as the vehicle for such a change in the law of the District of Columbia.

Respectfully submitted,

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*Attorney for Legal Integrity  
Preservation Society, Inc.*

HENRY G. BARTSCH  
508 F Street, N. W.  
Washington, D. C. 20001  
*Pro Se*

#### **CERTIFICATE**

This petition is presented under the authority of Rule 26 of this Court. It is made in good faith and not for delay.

R. KENNETH MUNDY

#### **CERTIFICATE OF SERVICE**

A copy of the foregoing petition was served this      day of July, 1968 upon Counsel for the Appellees and the Intervenor Bowes.

HENRY G. BARTSCH



IN THE  
UNITED STATES COURT OF APPEALS  
FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 20,995

HENRY G. BARTSCH,

*Appellant,*

v.

EUGENE X. MURPHY

and

REX K. NELSON,

*Appellees,*

MARY V. BOWES,

*Intervenor.*

No. 21,093

LEGAL INTEGRITY PRESERVATION SOCIETY, INC.,  
*Appellant,*

v.

United States Court of Appeals  
for the District of Columbia Circuit

EUGENE X. MURPHY

and

REX K. NELSON,

*Appellees,*

**FILED** MAR 20 1968

MARY V. BOWES,

*Intervenor.*

*Nathan J. Paulson*  
CLERK

PETITION FOR REHEARING  
ON PER CURIAM ORDER OF MARCH 5, 1968

Your Petitioners, the Appellants, Henry G. Bartsch and the Legal Integrity Preservation Society Inc., respectfully solicit reconsideration and modification of the per curiam Order of March 5, 1968 entered herein.

The Order denies the Appellants' formal request that the documentary evidence (upon the alleged existence of which the Appellees' attorneys predicate their brief filed in this appellate proceeding) be restored by them to the possession of the United States District Court, and that the District Court certify and transmit same to this Court as intended. (Clerk's certificate, item "1" annexed)

The aforesaid documentary evidence consists of:

- I. A document purporting to be a contract made April 22, 1966. (Marked for Identification as Plaintiff's Exhibit No. 1 and received in evidence, Trial Trans. p. 36.)
- II. A document purporting to be a copy of a contract made April 22, 1966. (Marked for Identification as Plaintiff's Exhibit No. 2 and received in evidence, Trial Trans. p. 38.)
- III. A document recorded June 28, 1966, represented in Appellees' brief to be a warranty deed delivered pursuant to bona fide "contract", supra. (Marked for Identification as Plaintiff's Exhibit No. 3 and received in evidence, Trial Trans. p. 40.)
- IV. An envelope and contents represented by Appellees to be evidence of assumption and payment of the preexisting recorded Trust indebtedness by the grantor Bowes named in this "warranty deed", supra. (Individually marked for identification but received in evidence (Trial Trans. pp. 105, 106) as Plaintiff's Exhibit No. 4.)
- V. A \$500 bank draft drawn on the joint account of Appellees Murphy and Nelson and bearing a bank stamp showing same to have been cashed at the drawers' bank on June 28, 1966 without prior deposit or negotiation through the local clearing house. (Marked for identification by the Clerk of Court and received in evidence by the Trial Judge pursuant to express stipulation, Trial Trans. p. 416.)



The Order of March 5, 1968, deprives the Appellants and this Court of access to evidence judicially availed of by the Appellees' attorneys in the proceedings and judgment below. In then setting a deadline for the filing of the Appellants' Reply Brief, the Order in effect denies the Appellants both Due Process and the Equal Protection of the Laws.

For twenty-three months attorneys Rex K. Nelson, Eugene X. Murphy, and Michael Ritz, Jr. have asserted (and the Court has believed) the presumption that they have prosecuted this suit without concealment or deception.

Under cross examination, Mr. Nelson concluded the Plaintiff's testimony as follows:

"BY MR. BARTSCH:

Q. Mr. Nelson, did you approach me in the General Sessions Court outside the Assignment Commissioner's office and discuss the matter with me? A. I approached you. I did not discuss the matter with you. I informed you that Mr. Murphy and I had entered into a contract to purchase 126 C Street for an office and we were going to be very happy to settle in that neighborhood.

Q. Didn't you say that you wanted to know where I could be served so you could sue me? A. Oh, no, there wasn't any reason to sue you. Why should I?"

JA 254.

The answer lies in the April 22, 1966 letter of Michael Ritz, Jr. now judicially noticeable by this Court as undenied by either Ritz or attorneys Murphy and Nelson.

Respectfully submitted,

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*Pro Se*

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Washington, D. C. 20036  
*Attorney for Legal Integrity  
Preservation Society, Inc.*

#### CERTIFICATE

This petition is presented under the authority of Rule 26 of this Court. It is made in good faith and not for delay.

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#### CERTIFICATE OF SERVICE

A copy of the foregoing petition was served this 20th day of March, 1968, to Counsel for Appellees and Intervenor.

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Henry G. Bartsch

Nathan Paulson  
CLERK